



RIO DELL CITY COUNCIL
VIRTUAL MEETING AGENDA
REGULAR MEETING - 6:30 P.M.
TUESDAY, OCTOBER 6, 2020
CITY COUNCIL CHAMBERS
675 WILDWOOD AVENUE, RIO DELL

***WELCOME** - Copies of this agenda, staff reports and other material available to the City Council are available at the City Clerk's office in City Hall, 675 Wildwood Avenue and available on the City's website at cityofriodell.ca.gov. Your City Government welcomes your interest and hopes you will attend and participate in Rio Dell City Council meetings often.*

**SPECIAL PUBLIC HEALTH EMERGENCY ALTERATIONS TO MEETING FORMAT
CORONAVIRUS (COVID-19)**

Due to the unprecedented public health threats posed by COVID-19 and the resultant need for social distancing, changes to the City Council meeting format are required. Executive Order N-25-20 and N-29-20 from Governor Gavin Newsom allow for telephonic Council meetings of the City Council and waives in-person accessibility for Council meetings, provided that there are other means for the public to participate. Therefore, and effective immediately, and continuing only during the period in which state or local public health officials have imposed or recommended social distancing measures, the Rio Dell City Council will only be viewable via livestreaming through our partners at Access Humboldt via their YouTube channel or Suddenlink channels on Cable TV.

Public Comment by Email:

In balancing the health risks associated with COVID-19 and need to conduct government in an open and transparent manner, public comment on agenda items can be submitted via email at publiccomment@cityofriodell.ca.gov. Please note the agenda item the comment is directed to (example: Public Comments for items not on the agenda) and email no later than one hour prior to the start of the Council meeting. Your comments will be read out loud, for up to three minutes.

Meeting can be viewed on Access Humboldt's website at <https://www.accesshumboldt.net/>. Suddenlink Channels 10, 11 & 12 or Access Humboldt's YouTube Channel at <https://www.youtube.com/user/accesshumboldt>.

Zoom Public Comment:

When the Mayor announces the agenda item that you wish to comment on, call the conference line and turn off your TV or live stream. Please call the toll free number **888-475-4499**, enter Meeting ID **987 154 0944** and press star (*) 9 on your phone – this will raise your hand. You will continue to hear the meeting on the call. When it is time for public comment on the item you wish to speak on, the Clerk will unmute your phone. You will hear a prompt that will indicate your phone is unmuted. Please state your name and begin your comment. You will have 3 minutes to comment.

- A. CALL TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLEGIANCE
- D. CEREMONIAL MATTERS
- E. PUBLIC PRESENTATIONS

This time is for persons who wish to address the Council on any matter not on this agenda and over which the Council has jurisdiction. As such, a dialogue with the Council or staff is not intended. Items requiring Council action not listed on this agenda may be placed on the next regular agenda for consideration if the Council directs, unless a finding is made by at least 2/3rds of the Council that the item came up after the agenda was posted and is of an urgency nature requiring immediate action. Please limit comments to a maximum of 3 minutes.

F. CONSENT CALENDAR

The Consent Calendar adopting the printed recommended Council action will be enacted with one vote. The Mayor will first ask the staff, the public, and the Councilmembers if there is anyone who wishes to address any matter on the Consent Calendar. The matters removed from the Consent Calendar will be considered individually following action on the remaining consent calendar items.

- 1) 2020/1006.01 - Approve Minutes of the September 15, 2020 Regular Meeting **(ACTION)** 1
- 2) 2020/1006.02 - Approve Minutes of the September 28, 2020 Special Meeting **(ACTION)** 9
- 3) 2020/1006.03 - Authorize City Manager to Proceed with the Sale of Chittenden Property at 265 Ogle Ave. for \$165,001 **(ACTION)** 15

G. ITEMS REMOVED FROM THE CONSENT CALENDAR

H. REPORTS/STAFF COMMUNICATIONS

- 1) 2020/1006.04 - City Manager/Staff Update **(RECEIVE & FILE)** 69

I. SPECIAL PRESENTATIONS/STUDY SESSIONS

J. SPECIAL CALL ITEMS/COMMUNITY AFFAIRS

- 1) 2020/1006.05 - Authorize City Manager to Execute an MOU between the City of Rio Dell and County of Humboldt Regarding the Monument Road Storm Damage Repair **DISCUSSION/POSSIBLE ACTION)** 75
- 2) 2020/1006.06 - Appointment of an AdHoc Committee for Proposed Mural Project **(DISCUSSION/POSSIBLE ACTION)** 108
- 3) 2020/1006.07 - Discussion on Evacuation Plan for Rio Dell **(DISCUSSION/POSSIBLE ACTION)** 113

K. ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS

- 1) 2020/1006.08 - Second Reading (by title only) and Adoption of Ordinance No. 382-2020 Amending Existing Sign Regulations, Section 17.30.300, Table 7-1 of the Rio Dell Municipal Code **(DISCUSSION/POSSIBLE ACTION)** 139

L. COUNCIL REPORTS/COMMUNICATIONS

M. ADJOURNMENT

*The next regular City Council meeting is scheduled for
Tuesday, October 20, 2020 at 6:30 p.m.*

**RIO DELL CITY COUNCIL
REGULAR MEETING MINUTES
SEPTEMBER 15, 2020**

The regular "virtual" meeting of the Rio Dell City Council was called to order at 5:00 p.m. by Mayor Garnes.

ROLL CALL: Present: Closed Session: Mayor Garnes, Mayor Pro Tem Woodall, Councilmembers Johnson, Strahan and Wilson, City Manager Knopp, Interim Finance Director Dillingham and City Attorney Gans

 Present: Regular Meeting: Mayor Garnes, Mayor Pro Tem Woodall. Councilmembers Johnson, Strahan and Wilson

 Others Present: City Manager Knopp, Chief of Police Conner, Water/Roadways Superintendent Jensen, Wastewater Superintendent Taylor, and City Clerk Dunham

 Absent: Community Development Director Caldwell and Interim Finance Director Dillingham

ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

Conference with Labor Negotiator: Designated Representative: City Manager Kyle Knopp
Employee Organizations: Rio Dell Police Officers Association, Rio Dell Employee Association and all Contract Employees

PUBLIC COMMENT REGARDING CLOSED SESSION

No public comment was received.

RECESS INTO CLOSED SESSION

The Council recessed into closed session (Zoom) at 5:00 p.m.

The meeting reconvened at 6:30 p.m.

ORAL ANNOUNCEMENTS

Mayor Garnes announced that there was nothing to report out of closed session.

CEREMONIAL MATTERS

Proclamation Declaring September 17-23 as Constitution Week

SEPTEMBER 15 2020, MINUTES
Page 2

Mayor Garnes read the proclamation declaring the week of September 17-23 as Constitution Week in the City of Rio Dell.

PUBLIC PRESENTATIONS

Mayor Garnes asked if there were any public comments.

City Clerk Dunham announced that there were no public comments received via email however; Fire Commissioner Jim Barsanti stopped by City Hall to attend the meeting and said to pass on the message that the Rio Dell Fire Department signed the final documents to merge Scotia Fire Department with Rio Dell.

CONSENT CALENDAR

Mayor Garnes asked if any councilmember, staff or member of the public, would like to remove any item from the consent calendar for separate discussion.

Councilmember Strahan removed item 2020/0915.05 (*Delay Letter to the State of California regarding River Bluff Cottages*) from the consent calendar for separate discussion.

Motion was made by Johnson/Woodall to approve the consent calendar including approval of Minutes of the September 1, 2020 regular meeting, authorizing the Mayor to sign a Letter of Appreciation to Dr. Theresa Frankovich, adoption of Resolution No. 1463-2020 adopting without revision, the City's Conflict of Interest Code, and to receive and file the Check Register for August. Motion carried 5-0.

ITEMS REMOVED FROM THE CONSENT CALENDAR

Delay Letter to the State of California Regarding River Bluff Cottages

Councilmember Strahan stated that she did not have a copy of the delay letter and asked for an update.

Mayor Garnes explained the reason for the delay in sending the letter was because representatives from Danco scheduled a meeting for September 17 which she and the City Manager would be attending. In the event that they don't get the answers they want to address the City's concerns; the matter will be brought back to the Council for further action.

Motion was made by Strahan/Wilson to approve the delay on the issuance of a letter to the State regarding the River Bluff cottages. Motion carried 5-0.

REPORTS/STAFF COMMUNICATIONS

SEPTEMBER 15 2020, MINUTES
Page 3

City Manager/Staff Update

City Manager Knopp reviewed highlights of the staff update and reported that staff was successful in gathering signatures and letters of support for the ATP Grant. He said that the grant application was submitted and that staff would keep the Council updated as it progresses. In addition, staff was able to submit CEQA documents to the County Clerk for the Water Infrastructure Project.

Councilmember Strahan asked how many of the 465 signatures in support of the ATP project were from Rio Dell residents.

City Manager Knopp was uncertain and noted that some of the addresses were auto-assigned to locations incorrectly.

Mayor Pro Tem Woodall asked Chief Conner for an update of the incident that took place at Shotz Coffee this morning.

Chief Conner reported that he was called out at a little after 6:00 a.m. with the initial report of a man screaming and yelling and banging on things with a stick. Continuing calls to 911 dispatch indicated that there were some more serious activities going on. At 6:25 a.m. when he was enroute to Rio Dell, the dispatcher sent two officers from Fortuna to respond, arriving 2-3 minutes before he arrived. It turned out that the suspect was one of the City's known transients who admitted to using bath salts. He had numerous weapons including a sword. He was confronted by an employee of Shotz, and chased the employee's boyfriend down the street throwing punches at him. One of the patrons gave him a ride to Hoby's Market and Chief Conner, along with the two Fortuna police officers located him on the south end of the Eagle Prairie Bridge and he was taken into custody.

He said that he talked to the owners of Shotz Coffee and was under the impression that they were going to come to the meeting and address the Council under public comments but apparently were not able to get through the technology. They expressed concern about the length of time it took for an officer to respond since there are no police officers on duty from 3:00-7:00 a.m. He noted that once the department is fully staffed in a couple of months, that schedule will likely discontinue. They commented that they were considering distributing a petition asking the man be required to move on from the City which he indicated to them that it would have limited value since the City cannot evict someone from the City.

Mayor Pro Tem Woodall referred to the calls for service to 355 Center St. (River Bluff Cottages) related to foot patrol and asked if that was something new.

Chief Conner noted that it is not necessarily new and that some officers are more pro-active than others in that respect. He commented that Officer Landry likes to get out and walk around the facility.

SEPTEMBER 15 2020, MINUTES
Page 4

Councilmember Johnson asked staff for an anticipated time in which to hear about the ATP Grant application.

City Manager Knopp indicated that the time schedules had been amended more than once and agreed to report back to the Council once staff receives more information.

Councilmember Wilson asked if the electronic sign could be utilized to announce such things as the water station for evacuees.

City Manager Knopp indicated that it could be used although the number of characters displayed is limited.

Councilmember Strahan reported that the Rio Dell Fire Department provided her with numbers related to calls for service to the River Bluff Cottages and said that they responded to eleven calls from July 20 - August 31st, including three calls related to drug overdoses. She said that although it is a volunteer Fire Department, it still affects the City and suggested the City Manager and Mayor take those numbers with them to the meeting with Danco on the 17th. She agreed to email the report to the Mayor.

Councilmember Strahan also mentioned that there are campers on the river bar between her residence on Riverside Dr. and the bridge and said that they are building camp fires. She said that she called the Police Department and reported the incident and asked the Chief to look into it.

Chief Conner was unaware of the call and agreed to investigate the situation.

Mayor Garnes referred to a picture posted on Facebook of a pile of whippets on the river bar and asked Chief Conner if he was aware of it.

She also thanked the City Manager for setting up the water station at City Hall for fire evacuees. She reported on the status of the August fire noting that as of yesterday, the fire was 30% contained with 788,880 acres burned. She said that the Ferndale Fairgrounds is one of only two congregate settings for evacuees with approximately 50 people there. She said that they are attempting to put people in hotels due to COVID but would not be able to accommodate every evacuee.

SPECIAL PRESENTATIONS/STUDY SESSIONS

Update from Rio Dell School Superintendent Angela Johnson in Response to COVID-19
Angela Johnson, Superintendent from Rio Dell School provided a quick update on the current operation of the schools in response to the COVID-19 pandemic. She reported that the schools reopened on August 31, 2020 for in-person instruction with the option for distance learning. She said that 65% of the students are back in school with 35% distance learning.

SEPTEMBER 15 2020, MINUTES
Page 5

She noted that they asked families to make a 6-week commitment with regard to distance learning although some students had experienced technical difficulties. She commented that she was proud of the teachers and at the end of the first six weeks, expected more students to return to school. She reported on reduced school hours with kindergarten kids going from 8:20-12:15 and 8th graders getting out at 12:45. Overall, things are going smooth and although all students are required to wear masks, they don't complain.

She reported that they received various sources of funding from the State which enabled them to purchase HEPA filters, microphones, plexi-glass and face shields. She commented that they are making every attempt to be safe so they can continue to stay open.

She wanted to acknowledge the Rio Dell Fire Department for their donation of tables to create an outside learning environment which enables the students to remove their masks for part of the day.

Councilmember Wilson asked if they had plans for winter when the weather turns.

Superintendent Johnson commented that they had already experienced turn of the weather with the smoke from the wildfires so adjusted accordingly. She mentioned grab-and-go lunches and movement space in the gymnasium.

Councilmember Wilson applauded the school administration for their efforts in getting kids back to school safely.

Councilmember Johnson commented that they managed to make lemonade out of a bunch of bad lemons.

Councilmember Strahan commended Superintendent Johnson for doing a great job and said that she understood that they also purchased air purifiers.

Mayor Pro Tem Woodall thanked the school administration and the Board for allowing kids some normalcy by getting them back to school.

Mayor Garnes expressed her thanks and the desire for everyone to stay safe and healthy.

Mayor Garnes asked for public comment. No public comments were received.

SPECIAL CALL ITEMS/COMMUNITY AFFAIRS

Authorize City Manager to Execute an MOU between the City of Rio Dell and County of Humboldt Regarding the Monument Road Storm Damage Repair

This item was continued to the October 6, 2020 regular meeting as the County was unavailable to join the meeting.

ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS

Second Reading (by title only) and Adoption of Ordinance No. 382-2020 Amending Existing Sign Regulations, Section 17.30.300, Table 7-1 of the Rio Dell Municipal Code (RDMC)

This item was continued to the October 6, 2020 regular meeting as the Community Development Director was sick and unable to provide the staff report.

COUNCIL REPORTS/COMMUNICATIONS

Councilmember Johnson reported that he would be attending a Last Chance Grade stakeholders meeting tomorrow via Zoom and would update the Council on that meeting at a later date.

Councilmember Wilson reported on his attendance at the Humboldt Waste Management Authority (HWMA) meeting and said the major topic of discussion was on the CRV buyback program. He said that they were only able to open for three days before closing again because of the overwhelming demand causing long wait times and traffic constraints.

He explained that when CRV money is paid out by the bottler, they pay Cal Recycle \$.05 per bottle which calculates to \$1.6 billion annually. In turn, Cal Recycle gives back only a small portion of that to the Counties. When the consumer sells the bottle back to the recycling center, they pay \$.05 per bottle but don't get back any of the money that they pay the State. All they get is the empty beverage bottle or container so it is up to the recycling center to sell it for whatever they can recoup out of it. Currently the amount of money you can get for an aluminum can if you sell it back is \$.05/can so what is happening is that they are essentially paying the consumer \$1.50/pound and are selling to the recycler at around \$.32/pound, noting that glass and plastic is a lot worse. Recology Eel River and Humboldt Sanitation as private entities, have elected to not spend 5-times the cost to have a CRV buy-back program. This in turn is forcing consumers to go to HWMA because there is nowhere else to take CRV. The overall consensus of the Board is that Cal Recycle is asking the cities and the county to fix a broken system which is very costly. His recommendation was to not buy CRV products.

Mayor Garnes asked if Recology Eel River and Humboldt Sanitation is representative of other recycling areas in the state.

Councilmember Wilson explained that stores pay a recycling fee and pass that fee onto the customers but HWMA is subsidizing the recycling program by \$.75 million annually which is not a real positive situation and the companies that are strictly doing CRV are paying 4-5 times more than what they can sell the recyclables for.

ADJOURNMENT

SEPTEMBER 15 2020, MINUTES
Page 7

Motion was made by Johnson/Strahan to adjourn the meeting at 7:10 p.m. to the October 6, 2020 Regular meeting. Motion carried 5-0.

Debra Garnes, Mayor

Attest:

Karen Dunham, City Clerk

City Clerk

Processed five (5) Building Permits

1255 Riverside Dr. – Sewer Lateral
88 Dixie St. – Demolition of Garage
693 Side St. – Sewer Lateral
294 Belleview Ave. – Re-Roof Residence
218 Ogle Ave. – Re-Roof Shed

Processed two (2) Business License Applications

C.W. Landscaping
Stephen Finch Repairs - Handyman

Misc.

PRA Request – Employee/Elected Official Roster
Submitted Bureau of Labor Statistics Employment Data Report for September
Address verification letters – 161 Grayland Heights Dr. and 351 Wildwood Ave.
Submitted CHF-CIRB Monthly Building Permit Report – August
Completed survey related to public participation at CC meetings during COVID
Provided information to resident for establishing vacation rental
Submitted Building Permit Activity Report to County Assessor for Jan-June
Submitted CCAC Survey (Calif. City Clerk's Association)
Participated in PACE Board of Directors Zoom Meeting on 9-23-20

**RIO DELL CITY COUNCIL
SPECIAL MEETING MINUTES
SEPTEMBER 28, 2020**

Mayor Garnes called the Special "Virtual" Meeting of the Rio Dell City Council to order at 4:00 p.m.

ROLL CALL: Present: Closed Session: Mayor Garnes, Mayor Pro Tem Woodall, Councilmembers Johnson, Strahan and Wilson, City Manager Knopp, Interim Finance Director Dillingham and City Attorney Gans

Present: Special Meeting: City Manager Knopp, Interim Finance Director Dillingham, Chief of Police Conner, Water/Roadways Superintendent Jensen, Wastewater Superintendent Taylor, City Clerk Dunham and City Attorney Gans

Absent: Community Development Director Caldwell

ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

Conference with Labor Negotiator: Designated Representative: City Manager Kyle Knopp, Employee Organizations: Rio Dell Police Officers Association, Rio Dell Employees Association and all Contract Employees

PUBLIC COMMENT REGARDING CLOSED SESSION

There were no public comments received at this time.

RECESS INTO CLOSED SESSION (REMOTELY/ZOOM)

The Council recessed into closed session at 4:00 p.m.

RECONVENE INTO OPEN SESSION

The Council reconvened into open session at 5:03 p.m.

ORAL ANNOUNCEMENTS

Mayor Garnes announced that there was nothing to report out of closed session.

PUBLIC COMMENTS

Mayor Garnes asked if any public comments were received.

City Clerk Dunham read the following public comment from Steve and Sharon Wolff:

SPECIAL MEETING MINUTES
SEPTEMBER 28, 2020
Page 2

I wanted ask a clarifying question about the employee agreements that are going to be voted on today at 4 p.m. The resolution adopts the full recommendation for salary increases that was presented in the Total Compensation Study submitted in July but is the city going to phase in the raises over three years or implement them in full immediately? The raises begin approved range between 5% - 25% depending on the position. Are these agreements going to be effective as of the date they are signed by both parties or are they retroactive to the start of the fiscal year?

Mayor Garnes stated that since the public comment was related to an agenda item, it would be addressed at that time.

SPECIAL MEETING MATTERS

Adopt Resolution No. 1464-2020 Amending and Adopting the Master Salary Schedule
City Manager Knopp provided a staff report and said that the agenda includes two special meeting matters: 1) the adoption of Resolution No. 1464-2020 amending and adopting the salary schedule; and 2) adoption of Resolution No. 1465-2020 approving employment agreements for the Rio Dell Employees Association, the Rio Dell Police Officers Association and five (5) contract employees.

He noted that Resolution 1464-2020 formally implements the salary ranges as recommended by Koff & Associates in the Total Compensation Study.

He continued with review of the timeline on approval of the Total Compensation Study. On January 7, 2020 the City Council authorized the City Manager to execute and approve an agreement with Koff and Associates to do the Study, approved the list of comparator agencies on March 17, 2020, reviewed and discussed the Draft Total Compensation Study on July 21, 2020, with final approval with a vote of 5-0 to accept the Study on August 4, 2020. The idea was to have a third-party professional take a look at the jobs in the City and determine what would be an appropriate and competitive wage for all of the positions in the City.

City Manager Knopp explained that the Study was in response to some pretty bad attrition numbers, especially in 2018 when the City lost eight (8) employees which is close to one-half of the City's work force, followed by a fairly steady rate of 4-5 employees over the past two (2) years. He noted that in the past the numbers had been significantly lower. One of the reasons for employees leaving is that they felt that Rio Dell was not a competitive environment to keep and retain employees.

**SPECIAL MEETING MINUTES
SEPTEMBER 28, 2020
Page 3**

There was some question from the Council about the actual motion taken at the August 4, 2020 meeting. The vote was recorded as 5-0 on acceptance of the Total Compensation Study. Councilmember Wilson said that he reviewed the minutes which showed that Councilmember Strahan was absent so the vote should have been 4-0.

City Clerk Dunham agreed to review the minutes and make the correction accordingly. (After the close of the meeting, the City Clerk reviewed the minutes and discovered that Councilmember Strahan was only absent from the closed session portion of the meeting and voted to approve the consent calendar which included approval of the Total Compensation Study).

He further explained that the proposed salary schedule deals with the base salary for employees and that the City Clerk's position is Y-rated so that position would maintain the higher rate of compensation under Resolution 1428-2019.

He reiterated that this agenda item is not related to the employee contracts but based on adopting a new salary table based on recommendations by Koff and Associates.

Councilmember Strahan commented that she would be opposing the resolution, not because she didn't believe that employees are worth being paid more but because we are a small city in a rural community and simply cannot afford to do this. She thanked all of the employees and said that the employees are wonderful.

Mayor Garnes called for public comment. No public comment was received at this time.

Motion was made by Johnson/Woodall to adopt Resolution No. 1464-2020 *Amending and Adopting the Master Salary Schedule*. Motion carried 4-1; Councilmember Strahan dissenting.

Adopt Resolution No. 1465-2020 Approving Employment Agreements for Rio Dell Employees Association, Rio Dell Police Officers Association and five (5) Contract Employees

City Manager Knopp provided a staff report and said that in going over the timeline, staff has been working as quickly as possible to bring contracts to the City Council for review and approval. He explained that the main focus of contract negotiations is the Koff and Associates study. Obviously, a component of the study is to bring salaries to a market competitiveness and adjusting compensation is beneficial in helping alleviate attrition levels for the City. He said that there are other components as to why the third-party compensation study is important; one of those is the confidence that the City's compensation levels are not only identified by a third-party professional, but based on a methodology that was presented in the Study. Essentially there is a level of fairness that the employees can understand and know that compensation is not being set for different

**SPECIAL MEETING MINUTES
SEPTEMBER 28, 2020
Page 4**

positions based on arbitrary decisions but on professional advice from a third-party consultant. In addition, for members of the public who have questions about how compensation in the City is determined, it is addressed in the Compensation Study.

He pointed out that this is a monumental leap in multiple ways by bringing compensation to a competitive level where the City can do a better job in retaining employees.

He noted that these contracts represent a 3-year agreement, with no stipends beyond the initial stipend, no COLA increases during the term of the contract but up front immediate full implementation of the Koff and Associates compensation study recommendations.

He reviewed other revisions to the contracts and said that under the Rio Dell Employees Association, there is an increase in the on-call stipend for public works employees, the addition of a vacation buyback provision of 20 hours annually, and removal of alternative work schedules in lieu of pay increases.

Related to contract employees, there are five (5) different contracts, all of which can be diverse. The idea was to try and make the contracts more uniform in format and language to make them easier to administer.

He said that the City Clerk indicated that she would soon be retiring and in recognition of her final 3-year contract, her contract included extension of an alternative workweek schedule, a longevity clause, and partial sick leave cash out at termination based the actual termination date.

He commented that the contract revisions create a more equitable work environment between the different groups that perform different functions. Whether it is the Police Department, Public Works or the Finance Department, everybody needs to work together with a strong commitment to work as a team and this a very important part by providing equitable and competitive pay. Human Resources is a very important aspect of the City, the City cannot operate without qualified employees and it is very important to retain good employees.

Attorney Gans provided additional comments and reviewed the recommended action. He said that it is recommended that the City Council adopt Resolution No. 1465-2020 approving employment agreements for the Rio Dell Employees Association, Rio Dell Police Officers Association, City Clerk, Chief of Police, Community Development Director, Water/Roadways Superintendent, and Wastewater Superintendent subject to the following revisions:

**SPECIAL MEETING MINUTES
SEPTEMBER 28, 2020
Page 5**

- 1) Change the effective date of the contracts to the first full pay period beginning October 11, 2020;
- 2) Remove the sick-leave cash out provision for all contract employees with the exception of the City Clerk;
- 3) In the Wastewater and Water/Roadway Superintendent's contracts, increase the annual uniform allowance from \$300 to \$500;
- 4) Add a 5% cross certification incentive for concurrently holding both Grade III Operator licenses in water and wastewater operations;
- 5) Add stipend provision to the Police Officers Association agreement identical to that in the Rio Dell Employees Association agreement; and
- 6) Authorize the City Manager to execute all contracts upon completion of those revisions.

Councilmember Wilson reiterated some of the City Manager's comments and said that one of the things that had a big impact on the Study and the results that came out of it was the loss of employees over the past couple of years, particularly in the Public Works Department. He said that it puts stress on management employees when they have to spend most of their time keeping the water and sewer flowing in the City. He pointed out that without water and sewer, you essentially don't have a city. As the City Manager mentioned, it is very important to retain those employees for their experience.

The other area that has recently come to light even more is the Police force. He said that it is his understanding that Rio Dell was created because everyone wanted a police department. For a City of this size to have a police force is special but also expensive. He acknowledged that the City has officers that can respond to calls within minutes rather than hours and also, police officers are getting harder to find because they are getting out of that line of work. How the City moves forward may require an economic study to figure out if we are going to survive as a City. His reason for supporting the compensation study is because the City must have viable employees in moving forward.

Councilmember Johnson commented that as the City Manager described, it has been a many month process to get through the initial concept to adjust employee salaries to fairly reflect the current labor market and believes this Council deserves a pat on the back for following through on this. It represents a huge step for not only the City but the City employees and potential future employees that want to come knowing that they are going to be treated fairly, and in a place where the City in the past has not necessarily treated its employees as fairly as they should. He said that he is looking forward to having new agreements for employees and felt that a 3-year contract is a huge deal.

**SPECIAL MEETING MINUTES
SEPTEMBER 28, 2020
Page 6**

Mayor Pro Tem Woodall agreed with Councilmember Johnson and thanked everyone that worked so hard to make this happen including employees and the City Manager and said that she was really glad the Council was able to do this.

Mayor Garnes agreed with everything said and commented that she would also like to recognize the admin staff. She said that as important as the public works staff and police department staff are, they wouldn't be getting paid if the admin staff wasn't here so she would say that the admin staff is almost more important than anyone else. She expressed her thanks to employees and said that the City has excellent staff and that she appreciates each and every employee.

Mayor Garnes called for public comment and noted that the questions presented in the public comment from Steve and Sharon Wolff had been answered. No further public comment was received.

She said that a question came up from Councilmember Wilson as to why the Council was having a special meeting to approve employee contracts rather than having the items on a regular meeting agenda. She explained the reason was because there are a couple of councilmembers that are planning on being absent from the regular meetings in October and the City Manager thought it would be a good idea to have the entire Council present to review and approve the contracts.

Motion was made by Johnson/Woodall to adopt Resolution No. 1465-2020 *Approving Employment Agreements for Rio Dell Employees Association, Rio Dell Police Officers Association, and five Contract Employees including the Community Development Director, City Clerk, Water/Roadways Superintendent, Wastewater Superintendent and Chief of Police* with the six revisions as noted above. Motion carried 4-1; Councilmember Strahan dissenting.

ADJOURNMENT

There being no further business to discuss, the meeting adjourned at 5:43 p.m. to the October 6, 2020 regular meeting. Motion carried 5-0.

Debra Garnes, Mayor

Attest:


Karen Dunham, City Clerk

675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532



For Meeting of: October 6, 2020

To: City Council

From: Kevin Caldwell, Community Development Director 

Through: Kyle Knopp, City Manager

Date: October 1, 2020

Subject: Chittenden Property 265 Ogle Avenue

Recommendation:

That the City Council:

1. Authorize the City Manager to sell the property to Mr. Allen at the offer of \$165,001.

Discussion

As reported to the Council at your July 21st meeting, the real property located at 265 Ogle Ave, Rio Dell, California, was subject to a City of Rio Dell CDBG home loan, with a principal and interest balance in excess of \$140,000.00, secured by a Deed of Trust on the subject real property.

The property is improved with a manufactured home. Following the passing of the Borrower (Danny Chittenden), the City of Rio Dell sought to collect the debt in accord with the loan terms, but no representative or beneficiary of Mr. Chittenden made arrangements to pay/satisfy the debt. The collection/foreclosure proceedings were commenced on the Note/Deed of Trust, which became due (in full) upon the passing of the Borrower.

The property proceeded to foreclosure on the Deed of Trust, reverting to the City based on its credit bid at sale in the principal amount of the debt. No bidders appeared at the sale conducted by Mortgage Lender Services, Inc., the City's retained foreclosure agent.

On July 21st your Council authorized the City Manager to execute the Certificate of Acceptance of the Trustee's Deed in order to record and complete the foreclosure process. The foreclosure process was completed in August. The City retained the services of David Tidwell and Associates to prepare an Appraisal of the property. **See Attachment 1.** The appraised value is \$165,000.

A family member, Christopher Allen, has made an offer of \$165,001. **See Attachment 2.** Before the City can dispose of the property, the Planning Commission must find that the sale of the property is consistent with the General Plan pursuant to Section 65402(a) of the California Government Code. See below:

65402.

(a) If a general plan or part thereof has been adopted, no real property shall be acquired by dedication or otherwise for street, square, park or other public purposes, and no real property shall be disposed of, no street shall be vacated or abandoned, and no public building or structure shall be constructed or authorized, if the adopted general plan or part thereof applies thereto, until the location, purpose and extent of such acquisition or disposition, such street vacation or abandonment, or such public building or structure have been submitted to and reported upon by the planning agency as to conformity with said adopted general plan or part thereof. The planning agency shall render its report as to conformity with said adopted general plan or part thereof within forty (40) days after the matter was submitted to it, or such longer period of time as may be designated by the legislative body.

The Planning Commission is scheduled to make the required finding at a Special Meeting on October 13th.

Staff is recommending that your Council authorize the City Manager to sell the property to Mr. Allen at the offer of \$165,001. The current amount of the principal and interest is \$147,000. The City has incurred the foreclosure costs and appraisal costs in addition to the City Attorney's and staff's time, which are billed to the CDBG program. All proceeds are CDBG funds that go into the CDBG Program Income fund.

Attachments

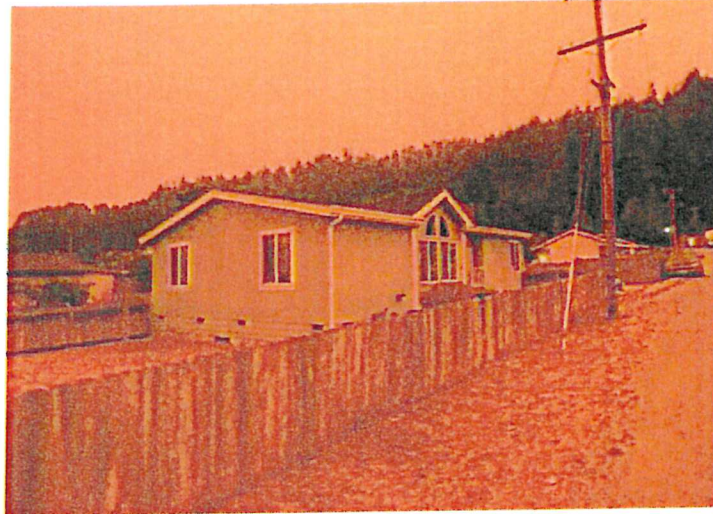
Attachment 1: David Tidwell and Associates Appraisal.

Attachment 2: Christopher Allen Offer.

TABLE OF CONTENTS

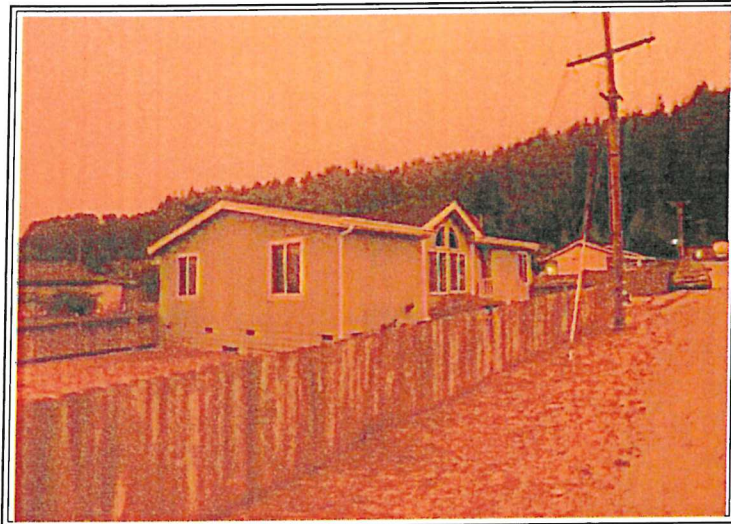
Client: Kevin Caldwell	File No.: rd2009-265ogle-gpar-w
Property Address: 265 Ogle Ave	Case No.: Rio Dell
City: Rio Dell	State: CA Zip: 95562

David M. Tidwell & Associates
Real Estate Appraisal Services



Order	1
Invoice	2
Table of Contents	3
Title	4
Letter of Transmittal	5
GPAP™ Residential Appraisal (2010)	6
Addendum	13
USPAP 2014 with Type	18
Sketch	20
Subject Photos	26
Subject Property Photo Addendum	27
Subject Property Photo Addendum	28
Subject Property Photo Addendum	29
Subject Property Photo Addendum	30
Subject Property Photo Addendum	31
Comps 1,2,3 Photos	32
Comps 4,5,6 Photos	33
Comps 7,8,9 Photos	34
Comparable Property Photo Addendum	35
Plat Map	36
Enlarged Plat Map	37
Paired Sale Worksheet - Gross Living Area	38
Regression Worksheet - Gross Living Area	39
Flood Map	40
Aerial Map	41
Location Map	42
Appraiser License	43

APPRAISAL OF



MANUFACTURED SINGLE FAMILY RESIDENCE

LOCATED AT:

265 Ogle Ave
Rio Dell, CA 95562

CLIENT:

Kevin Caldwell
675 Wildwood Ave
Rio Dell, CA, 95562

AS OF:

September 9, 2020

BY:

Clayton E. Warren
AR3003620

September 18, 2020

City of Rio Dell
Kevin Caldwell
675 Wildwood Ave
Rio Dell, CA, 95562

File Number: rd2009-265ogle-gpar-w

Dear Mr. Caldwell,

In accordance with your request, I have appraised the real property at:

265 Ogle Ave
Rio Dell, CA 95562

The purpose of this appraisal is to develop an opinion of the defined value of the subject property, as improved.
The property rights appraised are the fee simple interest in the site and improvements.

In my opinion, the defined value of the property as of September 9, 2020 is:

\$165,000
One Hundred Sixty-Five Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions,
final opinion of value, descriptive photographs, assignment conditions and appropriate certifications.

Sincerely,


Clayton E. Warren
AR3003620

dt/enc.

Appraisal Report Residential Appraisal Report

Rio Dell
File No. rd2009-265ogle-gpar-

PURPOSE	The purpose of this appraisal report is to provide the client with a credible opinion of the defined value of the subject property, given the intended use of the appraisal.																																																																																											
	Client Name/Intended User Kevin Caldwell		E-mail caldwellk@cityofriodell.ca.gov																																																																																									
	Client Address 675 Wildwood Ave		City Rio Dell	State CA Zip 95562																																																																																								
	Additional Intended User(s) See Attached Addendum																																																																																											
SUBJECT	Intended Use See Attached Addendum																																																																																											
	Property Address 265 Ogle Ave		City Rio Dell	State CA Zip 95562																																																																																								
	Owner of Public Record City of Rio Dell		County Humboldt																																																																																									
	Legal Description No Preliminary Title Report Provided or Reviewed																																																																																											
	Assessor's Parcel # 052-054-020-000		Tax Year 2019	R.E. Taxes \$ 2,423																																																																																								
	Neighborhood Name Greater Rio Dell Neighborhood		Map Reference 40.5059, -124.1219	Census Tract 0111.00																																																																																								
	Property Rights Appraised <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Other (describe)																																																																																											
	My research <input checked="" type="checkbox"/> did <input type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.																																																																																											
	Prior Sale/Transfer: Date 08/10/2020		Price \$100,000	Source(s) Doc. #2020-013595																																																																																								
	Analysis of prior sale or transfer history of the subject property (and comparable sales, if applicable) The subject property has been transferred once within the three year period prior to the effective date of this appraisal. The subject included a prior grant deed transfer on 08/10/2020 under Doc. #2020-013595. A conversation with the client revealed that the subject property was taken back by the City of Rio Dell in foreclosure due to default by the previous owner. There have been no sales or transfers of the comparable properties used within the one year period prior to the current sale.																																																																																											
SALES HISTORY	Offerings, options and contracts as of the effective date of the appraisal No specific offers, options or contracts to purchase the subject property have been disclosed to this appraiser.																																																																																											
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Rio Dell
File No. rd2009-265ogle-gpar-

RECONCILIATION

Rio Dell
File No. rd2009-265ogle-gpar-

SALES COMPARISON APPROACH

Rio Dell
File No. rd2009-265ogle-gpar-

SALES COMPARISON APPROACH

Appraisal Report
Residential Appraisal Report

Rio Dell
File No. rd2009-265ogle-gpar-

Scope of Work, Assumptions and Limiting Conditions

Scope of work is defined in the Uniform Standards of Professional Appraisal Practice as "the type and extent of research and analyses in an assignment." In short, scope of work is simply what the appraiser did and did not do during the course of the assignment. It includes, but is not limited to: the extent to which the property is identified and inspected, the type and extent of data researched, the type and extent of analyses applied to arrive at opinions or conclusions.

The scope of this appraisal and ensuing discussion in this report are specific to the needs of the client, other identified intended users and to the intended use of the report. This report was prepared for the sole and exclusive use of the client and other identified intended users for the identified intended use and its use by any other parties is prohibited. The appraiser is not responsible for unauthorized use of the report.

The appraiser's certification appearing in this appraisal report is subject to the following conditions and to such other specific conditions as are set forth by the appraiser in the report. All extraordinary assumptions and hypothetical conditions are stated in the report and might have affected the assignment results.

1. The appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or title thereto, nor does the appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.
 2. Any sketch in this report may show approximate dimensions and is included only to assist the reader in visualizing the property. The appraiser has made no survey of the property.
 3. The appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made thereto.
 4. Neither all, nor any part of the content of this report, copy or other media thereof (including conclusions as to the property value, the identity of the appraiser, professional designations, or the firm with which the appraiser is connected), shall be used for any purposes by anyone but the client and other intended users as identified in this report, nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent of the appraiser.
 5. The appraiser will not disclose the contents of this appraisal report unless required by applicable law or as specified in the Uniform Standards of Professional Appraisal Practice.
 6. Information, estimates, and opinions furnished to the appraiser, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished to the appraiser is assumed by the appraiser.
 7. The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering or testing, which might be required to discover such factors. This appraisal is not an environmental assessment of the property and should not be considered as such.
 8. The appraiser specializes in the valuation of real property and is not a home inspector, building contractor, structural engineer, or similar expert, unless otherwise noted. The appraiser did not conduct the intensive type of field observations of the kind intended to seek and discover property defects. The viewing of the property and any improvements is for purposes of developing an opinion of the defined value of the property, given the intended use of this assignment. Statements regarding condition are based on surface observations only. The appraiser claims no special expertise regarding issues including, but not limited to: foundation settlement, basement moisture problems, wood destroying (or other) insects, pest infestation, radon gas, lead based paint, mold or environmental issues. Unless otherwise indicated, mechanical systems were not activated or tested.
- This appraisal report should not be used to disclose the condition of the property as it relates to the presence/absence of defects. The client is invited and encouraged to employ qualified experts to inspect and address areas of concern. If negative conditions are discovered, the opinion of value may be affected.
- Unless otherwise noted, the appraiser assumes the components that constitute the subject property improvement(s) are fundamentally sound and in working order.
- Any viewing of the property by the appraiser was limited to readily observable areas. Unless otherwise noted, attics and crawl space areas were not accessed. The appraiser did not move furniture, floor coverings or other items that may restrict the viewing of the property.
9. Appraisals involving hypothetical conditions related to completion of new construction, repairs or alteration are based on the assumption that such completion, alteration or repairs will be competently performed.
 10. Unless the intended use of this appraisal specifically includes issues of property insurance coverage, this appraisal should not be used for such purposes. Reproduction or Replacement cost figures used in the cost approach are for valuation purposes only, given the intended use of the assignment. The Definition of Value used in this assignment is unlikely to be consistent with the definition of Insurable Value for property insurance coverage/use.
 11. The ACI General Purpose Appraisal Report (GPAR™) is not intended for use in transactions that require a Fannie Mae 1004/Freddie Mac 70 form, also known as the Uniform Residential Appraisal Report (URAR).

Additional Comments Related To Scope Of Work, Assumptions and Limiting Conditions

Appraisal Report
Residential Appraisal Report

Rio Dell
File No. rd2009-265ogle-gpar-

Appraiser's Certification

The appraiser(s) certifies that, to the best of the appraiser's knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are the appraiser's personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. Unless otherwise stated, the appraiser has no present or prospective interest in the property that is the subject of this report and has no personal interest with respect to the parties involved.
4. The appraiser has no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. The appraiser's engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. The appraiser's compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The appraiser's analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
8. Unless otherwise noted, the appraiser has made a personal inspection of the property that is the subject of this report.
9. Unless noted below, no one provided significant real property appraisal assistance to the appraiser signing this certification. Significant real property appraisal assistance provided by:

Additional Certifications:

The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

As of the date of this report, I have completed the Standards and Ethics Education Requirements for Practicing Affiliates of the Appraisal Institute.

Definition of Value: ☒ Market Value ☐ Other Value: _____
Source of Definition: Office of the Controller of the Currency under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions (f.)
The purpose of this appraisal is to provide an estimate of market value of the subject property as of the effective date. Market Value is defined by the regulatory agencies of federal financial institutions as follows:


The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is a consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) buyer and seller are typically motivated;
- (2) both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) a reasonable time is allowed for exposure in the open market;
- (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) the price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

ADDRESS OF THE PROPERTY APPRAISED:

265 Ogle Ave
Rio Dell, CA 95562
EFFECTIVE DATE OF THE APPRAISAL: 09/09/2020
APPRAISED VALUE OF THE SUBJECT PROPERTY \$ 165,000

APPRAISER

Signature: 
Name: Clayton E. Warren
State Certification # AR3003620
or License # _____
or Other (describe): _____ State #: _____
State: CA
Expiration Date of Certification or License: 04/22/2022
Date of Signature and Report: 09/18/2020
Date of Property Viewing: 09/09/2020
Degree of property viewing:
☒ Interior and Exterior ☐ Exterior Only ☐ Did not personally view

SUPERVISORY APPRAISER

Signature: _____
Name: _____
State Certification # _____
or License # _____
State: _____
Expiration Date of Certification or License: _____
Date of Signature: _____
Date of Property Viewing: _____
Degree of property viewing:
☐ Interior and Exterior ☐ Exterior Only ☐ Did not personally view

ADDENDUM

Client: Kevin Caldwell	File No.: rd2009-265ogle-gpar-w
Property Address: 265 Ogle Ave	Case No.: Rio Dell
City: Rio Dell	State: CA Zip: 95562

California Wildfire Disclosure

The state of California has recently experienced catastrophic wildfires. Within Humboldt County, areas directly impacted include Southeastern Humboldt County and Northeastern Humboldt County. The subject property and surrounding area have not/have been physically affected. The subject property is located distant from the fire impact areas by greater than 30 miles. The overall impact to the subject's housing market would tend to be relatively limited.

Intended Users

This is an appraisal of the current fair market value of the subject property as of the specified date of September 9, 2020 (current date of inspection). The information contained in this report is specific to the needs of the client named in this report and for the intended use stated in this report. Possession of this report does not elevate the holder to an intended user. The appraiser is not responsible for unauthorized use of this report. Any other use of this report may be misleading.

The intended user of this report includes the client, Kevin Caldwell, Community Development Director for the City of Rio Dell. The City of Rio Dell retains ownership interest in the subject property. It is further understood that this report may be provided to other City of Rio Dell staff members who are working toward the same intended use. No additional intended users are identified by the appraisers.

Intended Use

The purpose of this appraisal is to provide an opinion of fair market value (fee simple) of the subject real property as of the effective date of September 9, 2020 (current date of inspection). The intended use of this appraisal report will be to function as a guide for the establishment of an opinion of fair market value and to be utilized for decision making, including prospective marketing and disposition purposes. This report is not intended for any other use.

Neighborhood Description

The neighborhood includes both planned and unplanned housing tracts of average to good quality construction. The Rio Dell Neighborhood includes the small central city core which borders Wildwood Avenue and comprises several small shops, offices and grocers. US Highway 101 bisects the neighborhood with residential properties surrounding the central core. The properties located on the north side of the Eel River tend to include a large acreage element. The neighborhood includes a limited multi-family mix of 2-4 units and commercial properties. The largest subdivision includes the Riverside Acres Tract of single family homes.

The subject is located within the Rio Dell City Limits (Population: 4,000 +/-) in a neighborhood that is comprised of a mixture of average to good quality older and newer homes. The City of Rio Dell is located on US Highway 101 along the west bank of the Eel River approximately 20 miles south of Eureka. The subject is within a short drive of neighborhood grocers, an elementary school and recreation on the Eel River; It is within a 10 minute drive of shopping and services in downtown Fortuna and the Redwood Village Shopping Center or a 30 minute drive to County services in Eureka. The neighborhood is serviced by the Rio Dell Police and Fire Departments.

Neighborhood Market Conditions

The average marketing time for single family residential properties over the course of the last year is averaging between 30 and 90 days with supply and demand tending toward equilibrium. Property values had seen a general increase from 2002 through July 2005 with appreciation rates of 15 to 25 percent per year; certain segments of the market had seen an increase in value of upwards of 30+ percent per year during the same time period. However, from 2007 through 2011, the market had slowed with a noted increase in the number of overall market listings and an associated 20 to 30 percent decline in property values. Since 2012, property values have begun to stabilize with increases in value and the market has remained relatively strong.

The Year-Over-Year Comparison statistics as relating to single family residential properties within Humboldt County residing on parcels under 5 acres shows the following data. There has been an approximate 1 percent decrease in total market volume (\$) within the last twelve months (September 2019 to September 2020) compared to the prior year. The number of closed sale transactions has decreased from 1,238 to 1,179 properties sold over the prior year. The Average Sale Price has shown an increase of 4 percent over the last year after showing an increase of 2 percent over the prior year and an increase of 3 percent over the post second year. The Average Sale Price over the last year was \$340,900 as compared to \$328,400 in the prior year, \$322,100 in the post second year, and \$312,000 in the post third year.

In December 2015, the Federal Reserve increased the Federal Funds Rate by 0.25 percent, for the first time since 2008. Prior to this, monetary policy had kept rates at historic lows in an effort to make the cost of borrowing more appealing to investors and spur economic growth. After December 2015, the Federal Funds Rate was increased a total of eight additional times; the most recent rate increase occurred in December 2018 with an increase of 0.25 percent. However, beginning on August 1, 2019, the Fed reversed course and began decreasing the key rate due to slowing economic growth forecasts. The two most recent rate cuts occurred on March 3 and March 16, with 0.50 and 1.00 decreases respectively. The Federal Funds Rate now stands once again at the "zero lower bound" of 0.00 to 0.25 percent, a rate range not seen since 2015; these two large decreases were in response to reduced global economic activity and concerns over the COVID-19 outbreak that is currently classified as a "global pandemic." Current mortgage rates are averaging around 2.90 percent on 30 year fixed rates. Both conventional and governmental financing are typical for this area.

ADDENDUM

Client: Kevin Caldwell

File No.: rd2009-265ogle-gpar-w

Property Address: 265 Ogle Ave

Case No.: Rio Dell

City: Rio Dell

State: CA

Zip: 95562

Zoning Description

The subject parcels are zoned Urban Residential with a 6,000 square foot minimum parcel size and an Urban Residential General Plan designation. Detached single-family dwellings are principally permitted within this zone district and manufactured homes are allowed. The subject site size of approximately 7,440 square feet is a legal and conforming lot of record and will allow for complete structural replacement in the event of loss.

Highest and Best Use

The highest and best use as improved is SFR based on the parameters of legal permissibility, physical possibility, financial feasibility and maximum profitability. The subject parcel includes an Urban Residential Zone, in which a single family residential use is principally permitted; this includes manufactured dwellings. The subject parcel includes an adequate size and mix of public utilities (electric, gas, water and sewer) which would tend to meet the physically possible elements of legal development at single family residential. Furthermore, no other legal uses would be financially feasible or produce maximum profitability.

Site Comments

The subject site is an approximate 7,440 square foot parcel located on the south side of Ogle Avenue, at the corner of Ogle Avenue and Willow Lane within the Greater Rio Dell Neighborhood. Ogle Avenue is a publicly maintained and asphalt improved road. Willow Lane is an adequately maintained and gravel improved private road; measurements taken from the Official Plat Map indicate an approximate 10 foot right of way easement for Willow Lane along the subject's west side; this private road provides access behind the subject residence for parking, with no adverse marketability impact. The subject site comprises essentially level topography, with basic landscape amenities consisting of open lawn areas, limited mature shrubs and plants, partial wood fencing and adequate on-site parking area. The subject is bordered by Ogle Avenue to the north, Willow Lane to the west, neighboring parcels on all remaining sides and provides for city street views. ***The subject includes an adequate and complete mix of public utilities (electric, gas, water and sewer). However, all utilities appeared to be shut off at the time of inspection. The client indicated no known adverse utility issues. For the purpose of this appraisal, it is assumed that all utilities function adequately and as intended.*** No obvious adverse encroachments or conditions were noted.

Additional Features

The subject property includes a 13 year old and 1,159 square foot home of Average Quality Manufactured Construction that conforms to the neighborhood quality and design. The subject includes a permanent concrete perimeter foundation, concrete ply and lap exterior siding, composition shingle roof, metal gutters with downspouts and vinyl-clad thermopane windows. The interior includes oak panel kitchen cabinets with tile-bordered formica counter tops, a mix of carpet and vinyl flooring throughout, main suite configuration with vinyl main bath flooring and a fiberglass shower enclosure, vinyl flooring in bath #2 with a fiberglass bath enclosure, laundry room with hookups, forced air heating unit, low vault ceilings throughout, drywall interior, wood trim and baseboard finish. The subject includes a 25 square foot partially covered wood entry porch and 16 square foot open wood back porch.

Manufactured Home Data: (Taken from HUD Data Compliance Certificate in laundry room)

Manufacturer: Homette Corporation

HUD Data Plates: ORE502129 / ORE502128

Serial Number: 2F91-0299-WBA

Model/Model Number: West Ridge 1200-CT

Date of Manufacture: 11/16/2007

Condition of the Property

The subject's residential improvement is a 13 year old manufactured home of Average Quality Manufactured Construction that has had below average overall maintenance for a home of its age and is in average overall condition. The concrete perimeter foundation system appears typical of age and no fissures or racking was observed from a cursory exterior inspection. However, there appears to be some evidence of minor settlement in the form of minor cracking in the drywall near the marriage line and difficulty entering the property through the front door. No apparent health and safety hazards were noted and as an earthquake prone region, minor settlement is not all that uncommon. It should be acknowledged that the subject could benefit from re-leveling. The concrete ply and lap exterior appears in average condition. Minor cracking of the lap board corners was noted in a few areas, signs of wear was noted in limited sections of trim, and in general the exterior could benefit from new paint. The composition shingle roof is assumed to be original and appears in above average condition with no adverse issues noted. Minor window screen damage was noted, but the remaining exterior surfaces appear in average condition with no adverse issues noted. The interior shows signs of wear, primarily in the carpet, baseboard and trims. Limited areas were observed where the carpet has worn through and some of the baseboard and trims could benefit from replacement. The drywall has minor cracking as previously noted, but with cosmetic repair and paint this issue is easy to resolve. Overall the interior is in average condition with no health and safety hazards noted.

The floor plan is both open and functional for this age, size and quality of home. The mechanical systems (plumbing, heating and electrical service) are assumed to be functioning adequately at the time of inspection. The utilities were shut off at the time of inspection, but the client indicated no known adverse utility issues. For the purpose of this appraisal report, it is assumed that the mechanical systems function as intended. Note: The

ADDENDUM

Client: Kevin Caldwell	File No.: rd2009-265ogle-gpar-w
Property Address: 265 Ogle Ave	Case No.: Rio Dell
City: Rio Dell	State: CA Zip: 95562

forced air heating system is fueled either by natural gas or electric power, but the exact fuel source is unknown.

The partially covered wood entry porch and open wood back porch are in average overall condition. Chipped and peeling paint was noted on the railing, but no health and safety hazards were noted.

Note: California Water Heater Comment: The water heater is enclosed within a water closet and located in the laundry room; the closet was secured at the time of inspection and could not be opened.

Comments on Sales Comparison

The parameters as utilized in the search for "Comparable Properties" include the following: 1. Mid-County Sub-Market of Rio Dell comprising an approximate 5 mile radius; 2. Homes ranging in square footage from 700 to 1,700 square feet; 3. Average Quality Manufactured Construction; and 4. Situated on a lot size of under 20,000 square feet. Due to a lack of manufactured home sales within the Rio Dell area, it was necessary to expand the geographic search parameters to include neighboring and competing Mid-County Sub-Markets as well as sales involving conventional, stick-frame construction within the subject neighborhood. In order to find the best and most representative sales it was also necessary to review and analyze manufactured home sales that closed greater than 12 months prior to the effective date of this appraisal.

The Mid-County Market is limited with respect to a comparable sales bank, and the comparable sales as utilized are considered to be the only and best available. An MLS search for closed sales within the Rio Dell area over the last year revealed only 33 sales ranging in price from a low of \$76,075 to a high of \$1,250,000; these sales included a wide range of property characteristics and none of the properties included manufactured construction. These limited results are typical of the area and necessitate an expansion of the search parameters.

The geographic range as utilized is both typical and absolutely necessary. As stated above, the search for comparable properties within this area utilizes an approximate 5 mile radius that encompasses the subject neighborhood and adjacent neighborhood markets. With the exception of Sale #7 all comparables are located greater than one mile from the subject, but are located within either the greater subject neighborhood or competing areas of Fortuna and should not be construed as something atypical with the subject property or the subject market. The greater Humboldt County Market includes a limited number of manufactured homes contributing to an even more limited comparable sales bank. It should not be construed by any reader of this report to conclude that the subject is atypical in any way, nor that there is low-turnover or reduced activity.

It is acknowledged that the adjustments are outside the ideal parameters with Comparable Sale #6 exceeding both the 25 percent gross adjustments guideline and the 15 percent net adjustments guideline. However, as stated above the general Humboldt County Market is very limited with respect to a comparable sales bank, and the comparable sales as utilized are the only and best available. Furthermore, the comparable sales utilized are considered most representative of the subject property.

An adjustment is made for differences in square footage at \$40 per square foot on all comparables used; any difference in room count is taken into consideration in the square footage adjustment. Due to the signs of stability with modest appreciation over the last year, no market conditions adjustments are made to any of the sales that entered into contract within the 12 month period prior to the current sale. More dated transactions are adjusted based on the data contained within the neighborhood market conditions section of this appraisal report.

GLA Adjustment: The adjustment for GLA is set at \$40 per square foot difference. This adjustment is considered a minimum adjustment as based on the Average Quality Manufactured Construction of the subject property and the differences in square footage. This adjustment is based on a combination of paired sales and regression analysis. It is extremely rare to find a matched pair for analysis of a given element, especially within this more limited market area. A paired sale worksheet has been included in this report with two Mid-County sales showing support as high as \$72 per square foot for new construction.

In addition to the paired sale method, a regression worksheet has been included as an addendum to this report. The regression analyzes closed sales within the neighboring town of Scotia and supports an adjustment for GLA difference at approximately \$65 per square foot on existing construction. The Scotia properties are homogeneous in design, quality and condition and provide a good source of data for such an analysis.

It is also important to consider the manufactured construction of the subject property. Unfortunately, no paired sales could be identified for analysis. Manufactured construction, being generally less expensive than stick-frame construction warrants consideration. Given the best sources of data available, the appraiser has settled on a conservative adjustment for GLA difference at \$40 given the subject's existing manufactured construction and market area.

Quality/Design Appeal Adjustment: The subject property is of 13 year old and average quality manufactured construction and has been defined within this report. Buyers recognize quality. In this particular case all of the manufactured home sales included similar quality construction and no adjustment is warranted. Comparable Sales #4 through #7, however, included average quality stick-frame construction. The adjustment for quality

ADDENDUM

Client: Kevin Caldwell	File No.: rd2009-265ogle-gpar-w
Property Address: 265 Ogle Ave	Case No.: Rio Dell
City: Rio Dell	State: CA Zip: 95562

difference is based in part by costs (Marshall & Swift and Local Construction Costs) with base costs for average quality manufactured construction being almost 50% lower than average quality stick-frame construction. The quality adjustment, taken at \$20,000, from a cost perspective is conservative, but includes adequate support within the market as well as within the current sales grid. In terms of design appeal, the stick-frame comparables include more conventional styles that have superior overall market appeal when compared to manufactured designs and an adjustment is warranted for this element.

Condition and Foundation Adjustment: The subject property is of approximately 13 year old manufactured construction that is in Average Condition with physical depreciation estimates at 24 percent. With the exception of Sale #6, all comparable sales are in similar overall condition and do not require adjustment. Sale #6 has undergone significant interior remodeling and was in superior Good Condition with an effective age range estimate from 5 to 10 years or physical depreciation estimates of 10 to 20 percent on improvements. The adjustment made for a difference in effective age (i.e. condition) is considered to be adequately supported within the market and is further supported by a depreciated cost analysis. All things equal, any knowledgeable buyer would recognize the difference in the elements of condition and would weigh the costs associated with bringing a prospective property into better condition.

The subject is a HUD manufactured home and includes a permanent foundation system. A contributory adjustment of \$5,000 is applied to Sale #1, which lacked a permanent recorded foundation system. The foundation adjustment as applied is considered to be conservative and is adequately reflected within the market, including the current sales grid as developed.

Site Comments for Adjustments: The site sales as utilized within the Opinion of Site Value section of this report are not only utilized as a basis for the opinion of the subject site value, but also provide data in support of the adjustments for the differences in site size between the subject and comparable sales as utilized within the Sales Comparison Approach to value.

The adjustments taken for difference in site size are based on the contributory value of the differences in site size. The factors that impact on site value are not only the size of the parcel but also include elements of topography, usability, access, views, utility availability, subdivision potential, etc. In general and all things equal, the smaller the parcel-the higher the price per unit (square foot or acre). The adjustments for site element within the Comparable Sales grid takes into consideration the above cited value elements that impact site values. *The site size adjustments are taken at approximately \$1,000 per 1,000 square foot difference based on a review of the most recent and similar site sales that could be identified. Sales #6 and #8 are sufficiently similar in site size, to the degree that buyers would not distinguish between them. The main factors associated with the quality and characteristics of the sites are taken into consideration. The site sales as provided in the cost section for support of the opinion of site value also support the reasoning for site adjustments.*

Auxiliary Structure and Amenities Adjustments: The other major adjustments that require comment include the auxiliary structures such as garages, carports, shops and storage areas as well as amenities such as bath count, fireplace/stove count and landscaping. The adjustments for auxiliary structures and amenities are made based on a measure of the broader market and participant reaction as best as it can be measured. This includes the evaluation of the elements of size, quality and condition associated with the improvements in conjunction with their overall utility. It is important to note that not all auxiliary structures for example are constructed to the same size or quality, nor are they necessarily maintained in the same condition. While the contributory costs would tend to be more significant, the adjustments as utilized provide a reflection of market reaction to size, quality and condition. The adjustments as considered are based on historic market reaction and analysis of the sales as utilized.

COMPARABLE SALE #1: (2387 Acacia Drive, Fortuna) This sale is a 32 year old and slightly inferior size home of similar overall quality manufactured construction; this property lacked a permanent foundation system. A conversation with the buyer's agent revealed that this home was dated and needed new roofing on the manufactured home and garage, with pest issues and subfloor repair needed at an estimated total cost of \$18,000; the property was adequately maintained otherwise. The property is located within the similar South Fortuna Neighborhood and is situated on a superior size parcel with superior landscaping. The sale entered into contract in May of 2019 and warrants a conservative market conditions adjustment taken at 2.4 percent. The sale included a double-car garage, storage outbuilding and attached storage port. Adjustments are made for market conditions, site size, permanent foundation system, garage, storage/port and landscape.

COMPARABLE SALE #2: (3060 School Street, Fortuna) This sale is a 22 year old and inferior size home of similar overall quality manufactured construction and similar overall condition. A conversation with the listing agent revealed that this home had received adequate maintenance and was situated on a permanent foundation system. The agent further revealed that the manufactured home was originally installed in a Blue Lake mobile home park, and was moved to Fortuna around 2002. The property is located within the similar South Fortuna Neighborhood and is situated on a superior size parcel with superior landscaping. Given the flag lot nature of the parcel with a dedicated drive, this property does not include a busy road impact from School Road. The sale included a single carport and storage shed. Adjustments are made for site size, square footage, carport, storage and landscape.

ADDENDUM

Client: Kevin Caldwell	File No.: rd2009-265ogle-gpar-w
Property Address: 265 Ogle Ave	Case No.: Rio Dell
City: Rio Dell	State: CA Zip: 95562

COMPARABLE SALE #3: (421 Sequoia Avenue, Rio Dell) This sale is a 14 year old and inferior size home of similar overall quality manufactured construction and similar overall condition. The property is located within the subject neighborhood and is situated on an inferior size parcel. The sale entered into contract in November of 2018 and warrants a conservative market conditions adjustment taken at 2.9 percent. The sale included a single car garage, fireplace and shop area within the detached garage. Adjustments are made for market conditions, site size, garage, fireplace count and shop area.

COMPARABLE SALE #4: (506 4th Avenue, Rio Dell) This sale is a 56 year old and inferior size home of superior overall quality stick-frame construction and similar overall condition; this property warrants a design/appeal adjustment due to its superior conventional design. The property is located within the subject neighborhood and is situated on an inferior size parcel. The sale included a relatively small 8-panel photovoltaic solar system that was paid off through escrow, a single carport and small storage outbuilding, but lacked in bath count. Adjustments are made for site size, design appeal, quality, bath count, square footage, solar system, carport and storage.

COMPARABLE SALE #5: (33 Monument Road, Rio Dell) This sale is a 102 year old and slightly inferior size home of superior overall quality stick-frame construction and similar overall condition; this property warrants a design/appeal adjustment due to its superior conventional design. The property is located within the subject neighborhood and is situated on an inferior size parcel with superior back yard landscaping. The sale included a single car garage and storage area within the garage, but lacked in bath count. Adjustments are made for site size, design appeal, quality, bath count, garage, storage area and landscape.

COMPARABLE SALE #6: (917 Martin Drive, Rio Dell) This sale is a 36 year old and slightly inferior size home of superior overall quality stick-frame construction and superior overall condition; this property warrants a design/appeal adjustment due to its superior conventional design. The property is located within the subject neighborhood and is situated on a slightly inferior size parcel with superior landscaping. The sale included concessions of \$10,100 for closing costs, a single car garage and small storage shed, but lacked in bath count. Adjustments are made for concessions, design appeal, quality, condition, bath count, garage, storage and landscape.

COMPARABLE SALE #7: (211 Bellevue Avenue, Rio Dell) This unconfirmed pending sale is a 67 year old and inferior size home of superior overall quality stick-frame construction and similar overall condition; this property warrants a design/appeal adjustment due to its superior conventional design. The property is located within the subject neighborhood and is situated on a slightly superior size parcel. Given the extended marketing time an adjustment of -3 percent is warranted to reflect the SP/LP Ratio. The pending sale includes a single car garage, but lacks in garage area. Adjustments are made for SP/LP Ratio, design appeal, quality, bath count, square footage and garage.

Support for the Opinion of Site Value

The estimated site value is based on the following site sales and among others within the subject neighborhood or competing area:

1. AP #052-202-010 is a 4,000 square foot parcel located at the corner of Pacific Avenue and Center Street within the subject neighborhood. The parcel includes mild sloping topography and street views. The site is landscaped with an open lawn, mature shrubs and trees and partial wood fencing. Sold on 01/06/2020 for \$35,000 under MLS #251355.
2. AP #053-153-007 is a 10,000 square foot parcel located on Berkeley Street, within the subject neighborhood. This parcel is a corner lot with flat topography and the potential for a lot-split. Utilities are available at the street. Zoning is Urban Residential. This parcel sold on 07/13/2017 for \$50,000. MLS #240044. Note: This property re-sold in a private transaction from one developer (AF Builders) to another (Humboldt Development Company LLC) on 12/11/2019 for \$79,000 under Doc. #2019-022120.
3. AP #053-201-017 is a 12,197 square foot parcel located on Grayland Heights, within the subject neighborhood. The parcel included flat to mild sloping topography, city street and wooded views with public utilities available at the street. Sold on 06/08/2018 for \$75,000. MLS #249348.
4. AP #052-162-058/-059/-060 is a sale of three lots located on May Street within the subject neighborhood. These lots were independent and available for separate development. One of the parcels is 6,098 square feet and the other two are 5,663 square feet for a combined site size of 17,424 square feet. The parcels are zoned Urban Residential with level topography and street views. Sold on 05/08/2018 for \$150,000 or \$50,000 per lot under MLS #248928.
5. AP #053-104-009 is a 5,594 square foot parcel located at 400 3rd Avenue, within the subject neighborhood. The parcel included flat topography, city street views and utilities available at the street; water and sewer hookup fees have been paid. Sold on 01/31/2017 for \$36,000. MLS #246374.
6. AP #053-162-006 is a 2,425 square foot parcel located on 2nd Avenue, within the subject neighborhood. The parcel included flat topography, city street views and public utilities available at the street. Sold on 02/15/2016 for \$23,000. MLS #244031.

ADDENDUM

Client: Kevin Caldwell

File No.: rd2009-265ogle-qpar-w

Property Address: 265 Ogle Ave

Case No.: Rio Dell

City: Rio Dell

State: CA

Zip: 95562

7. AP #052-322-041 is a 6,850 square foot parcel located on Davis Street, within the subject neighborhood. The parcel included flat topography, city street views and is situated adjacent to the Rio Dell Elementary School yard to the east. Sold on 02/01/2017 in an estate/probate sale for \$25,000. MLS #246918.

Cost Approach Comments:

The square footage costs are derived from Marshall and Swift Residential Cost for Average Quality Manufactured Construction and for similar construction in this area. Cost figures include local and current multipliers as applied. Land site value is derived through extraction and sales in the market; the land to value ratio is typical for this area. The estimated remaining economic life of the manufactured residence of 38 years is based on a 12 year effective age with physical depreciation taken at 24 percent (Straight-Line).

Final Reconciliation

Most weight is given to the Market Approach because the sales used have good similarities to the subject and because this approach best reflects the realities of the market place. The Income Approach does not apply as the most probable buyer is an owner-occupant. The Cost Approach supports a slightly lower value, but is most applicable to new construction or newly renovated properties that suffer little in the way of depreciation; as such it is given little weight in this analysis.

The comparable sales range from \$170,000 to \$235,000 before adjustments, with the unconfirmed pending sale at \$210,000. The adjusted sales price range is from \$159,500 to \$181,500 with the pending sale at \$183,000. Most weight is assigned to the manufactured home sales (Sales #1 through #3). However, Sales #4 through #6 are recently closed transactions within the subject neighborhood and warrant consideration. Given the best and most representative sales that could be identified, the opinion of fair market value can be supported and is reconciled at \$165,000 with most weight placed on the Sales Comparison Analysis.

Note: The final opinion of value of \$165,000 differs from the neighborhood predominant value of \$190,000 by greater than 10 percent. This in no way should lead the reader or client as cited in this report to the conclusion that the subject is an under-improvement for the neighborhood. The neighborhood as described includes a wide mix of properties and the subject improvement and property as developed has no negative impact on the subject's marketability.

USPAP ADDENDUM

Rio Dell
File No. rd2009-265ogle-gpar-w

Borrower: N/A
Property Address: 265 Ogle Ave
City: Rio Dell County: Humboldt State: CA Zip Code: 95562
Lender: Kevin Caldwell

APPRAISAL AND REPORT IDENTIFICATION

This report was prepared under the following USPAP reporting option:

- ☒ Appraisal Report A written report prepared under Standards Rule 2-2(a).
☐ Restricted Appraisal Report A written report prepared under Standards Rule 2-2(b).

Reasonable Exposure Time

My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: 30 to 90 days

Marketing Time: The average marketing time over the course of the last 12 months is around 30 to 90 days with supply and demand tending toward equilibrium. Marketing time is defined as the estimation of time it takes a property to sell at market value after an effective date of appraisal.

Exposure Time: The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market. This appraiser has determined the subject property would have to be exposed for 30 to 90 days on the open market in order to have a market value of \$165,000 on the effective date of this appraisal.

Additional Certifications

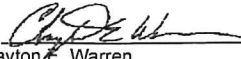
- ☒ I have performed NO services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
☐ I HAVE performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

This appraiser has not had any prior involvement with the subject property within the 36 months prior to the acceptance date of this appraisal order.

Additional Comments

See Attached Addendum

APPRAISER:

Signature: 
Name: Clayton E. Warren
Date Signed: 09/18/2020
State Certification #: AR3003620
or State License #: _____
or Other (describe): _____ State #: _____
State: CA
Expiration Date of Certification or License: 04/22/2022
Effective Date of Appraisal: September 9, 2020

SUPERVISORY APPRAISER (only if required):

Signature: _____
Name: _____
Date Signed: _____
State Certification #: _____
or State License #: _____
State: _____
Expiration Date of Certification or License: _____
Supervisory Appraiser inspection of Subject Property:
☐ Did Not ☐ Exterior-only from street ☐ Interior and Exterior

ADDENDUM

Client: Kevin Caldwell

File No.: rd2009-265ogle-gpar-w

Property Address: 265 Ogle Ave

Case No.: Rio Dell

City: Rio Dell

State: CA

Zip: 95562

Comments on Appraisal and Report Identification

Clarification of Intended Use and Intended User:

This is an appraisal of the current fair market value of the subject property as of the specified date of September 9, 2020 (current date of inspection). The information contained in this report is specific to the needs of the client named in this report and for the intended use stated in this report. Possession of this report does not elevate the holder to an intended user. The appraiser is not responsible for unauthorized use of this report. Any other use of this report may be misleading.

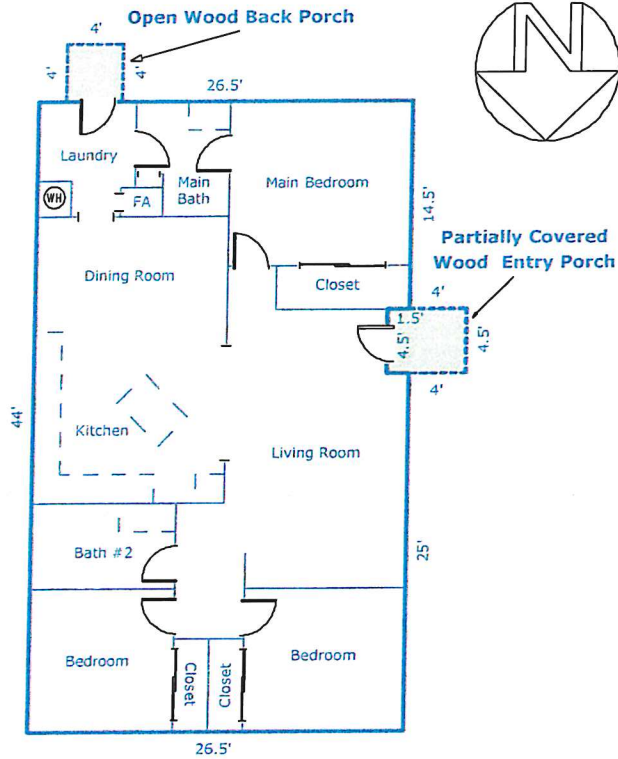
The intended user of this report includes the client, Kevin Caldwell, Community Development Director for the City of Rio Dell. The City of Rio Dell retains ownership interest in the subject property. It is further understood that this report may be provided to other City of Rio Dell staff members who are working toward the same intended use. No additional intended users are identified by the appraisers.

The purpose of this appraisal is to provide an opinion of fair market value (fee simple) of the subject real property as of the effective date of September 9, 2020 (current date of inspection). The intended use of this appraisal report will be to function as a guide for the establishment of an opinion of fair market value and to be utilized for decision making, including prospective marketing and disposition purposes. This report is not intended for any other use.

This appraisal was prepared in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice.

FLOORPLAN SKETCH

Client: Kevin Caldwell	File No.: rd2009-265ogle-gpar-w
Property Address: 265 Ogle Ave	Case No.: Rio Dell
City: Rio Dell	State: CA Zip: 95562



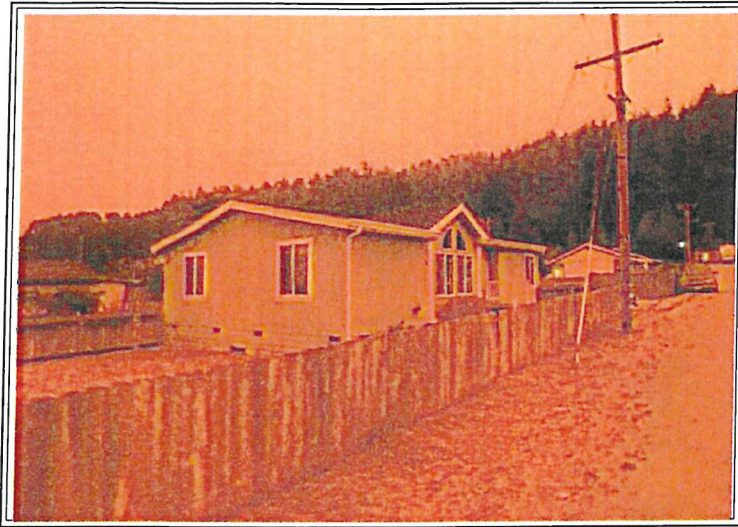
Sketch by Apex Sketch v5 Standard™

Comments:

AREA CALCULATIONS SUMMARY				LIVING AREA BREAKDOWN		
Code	Description	Net Size	Net Totals	Breakdown		Subtotals
GLA1	First Floor	1159.25	1159.25	First Floor		
P/P	Prtl. Cvd. Wd. Entry	24.75		26.5 x	25.0	662.50
	Open Wd. Back Porch	16.00	40.75	14.5 x	26.5	384.25
				4.5 x	25.0	112.50
Net LIVABLE Area		(rounded)	1159	3 Items	(rounded)	1159

SUBJECT PROPERTY PHOTO ADDENDUM

Client: Kevin Caldwell	File No.: rd2009-265ogle-gpar-w
Property Address: 265 Ogle Ave	Case No.: Rio Dell
City: Rio Dell	State: CA Zip: 95562

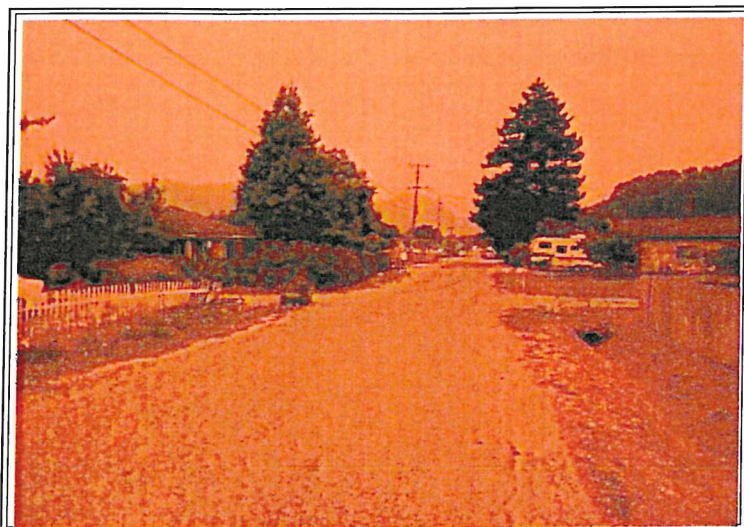


FRONT VIEW OF
SUBJECT PROPERTY

Appraised Date: September 9, 2020
Appraised Value: \$ 165,000



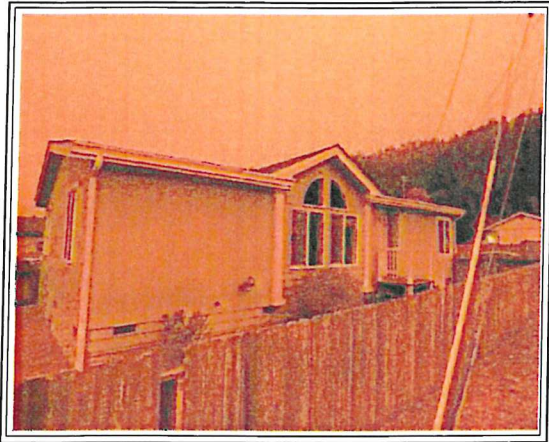
REAR VIEW OF
SUBJECT PROPERTY



STREET SCENE

Subject Property Photo Addendum

Client: Kevin Caldwell	File No.: rd2009-265ogle-gpar-w
Property Address: 265 Ogle Ave	Case No.: Rio Dell
City: Rio Dell	State: CA Zip: 95562



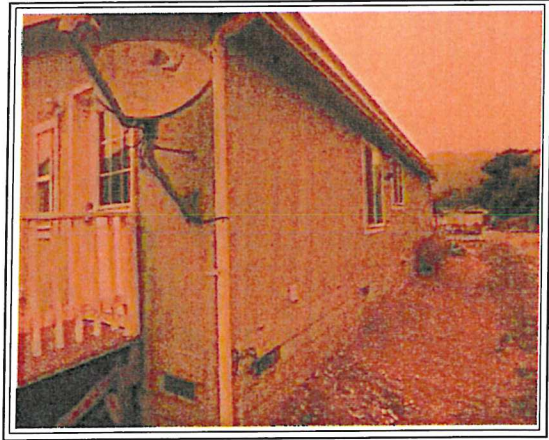
West Exterior



West Exterior - Worn Trim Noted



West Exterior - Screen Damage Noted



East Exterior



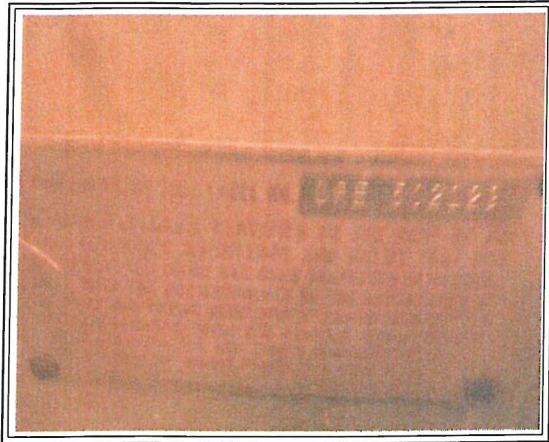
East Exterior - Minor Lap Siding Damage Noted



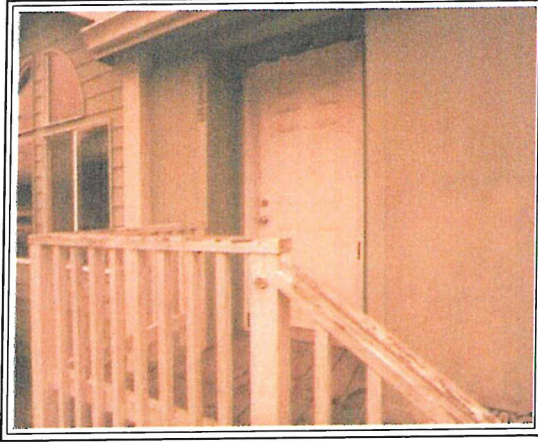
HUD Data Plate - One of Two

Subject Property Photo Addendum

Client: Kevin Caldwell	File No.: rd2009-265ogle-gpar-w
Property Address: 265 Ogle Ave	Case No.: Rio Dell
City: Rio Dell	State: CA Zip: 95562



HUD Data Plate - Two of Two



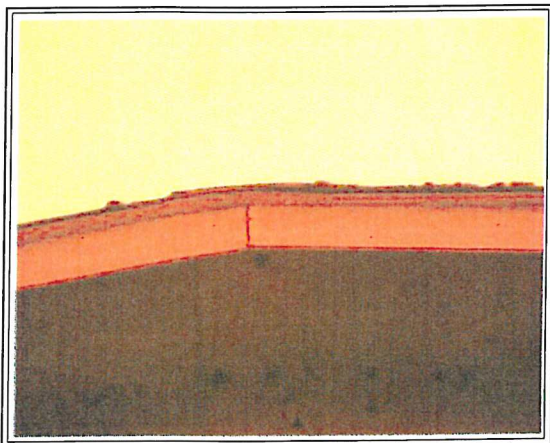
Partially Covered Wood Entry Porch



Open Wood Back Porch



Sub-Area Crawlspace



Possible Separating of Bargeboards



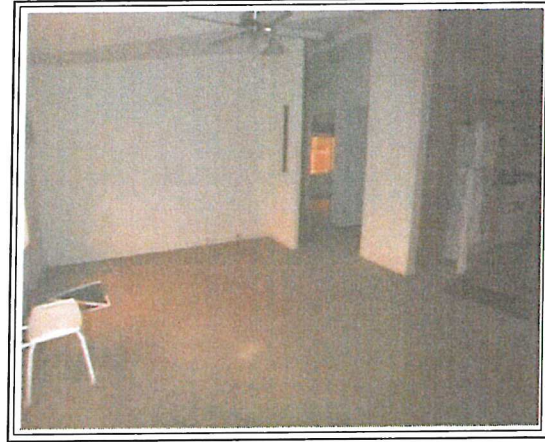
Kitchen

Subject Property Photo Addendum

Client: Kevin Caldwell	File No.: rd2009-265ogle-gpar-w
Property Address: 265 Ogle Ave	Case No.: Rio Dell
City: Rio Dell	State: CA Zip: 95562



Dining Room



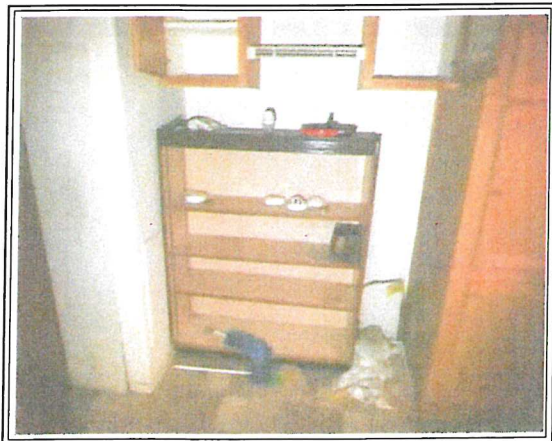
Living Room



Living Room Carpet Damage Noted



Living Room Carpet Damage Noted



Laundry Room



HUD Data Compliance Certificate - Laundry Room Cabinet

Subject Property Photo Addendum

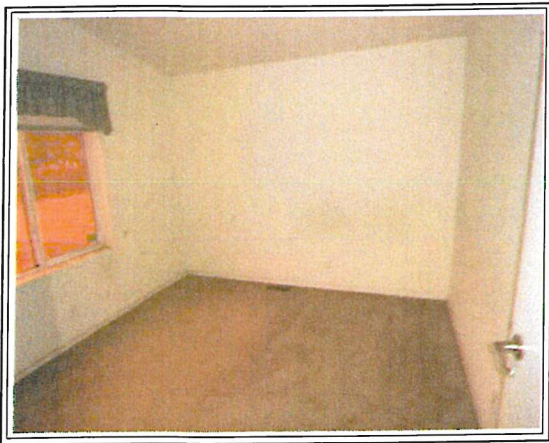
Client: Kevin Caldwell	File No.: rd2009-265ogle-gpar-w
Property Address: 265 Ogle Ave	Case No.: Rio Dell
City: Rio Dell	State: CA Zip: 95562



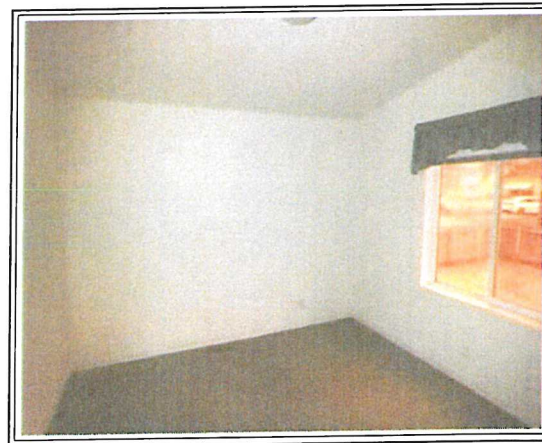
Main Bedroom



Main Bath



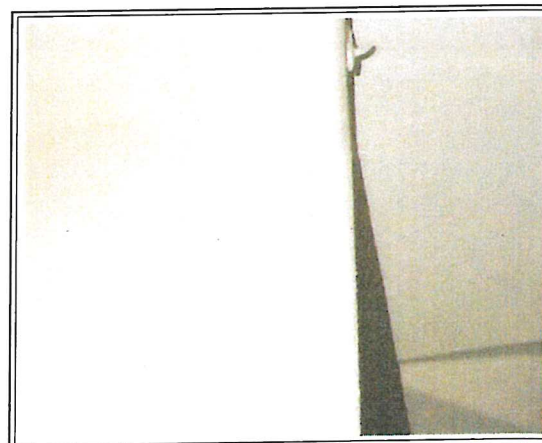
Bedroom



Bedroom



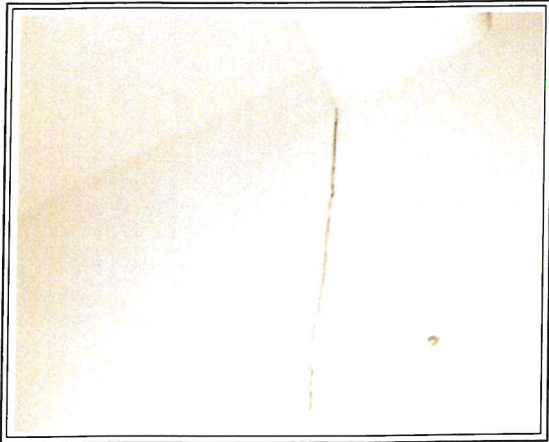
Bath #2



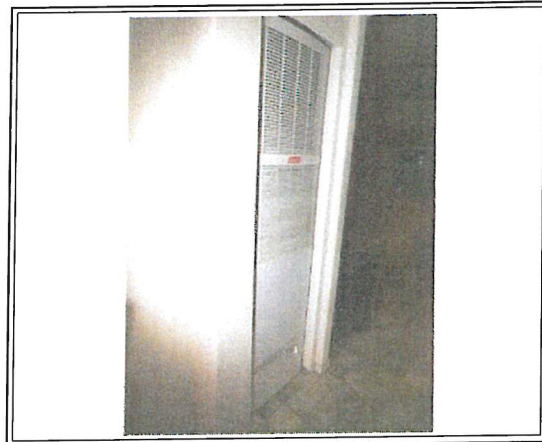
Cracking Noted in Drywall

Subject Property Photo Addendum

Client: Kevin Caldwell	File No.: rd2009-265ogle-gpar-w
Property Address: 265 Ogle Ave	Case No.: Rio Dell
City: Rio Dell	State: CA Zip: 95562



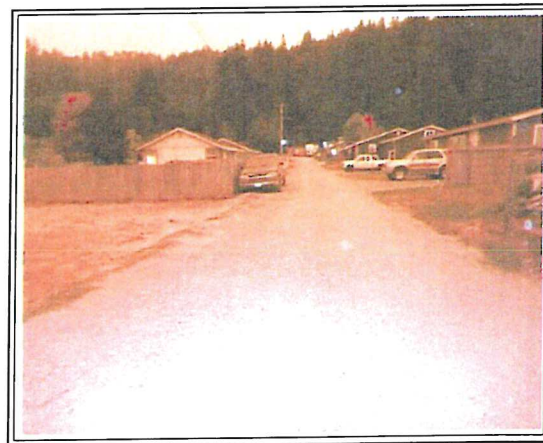
Cracking Noted in Drywall



Forced Air Heating Unit



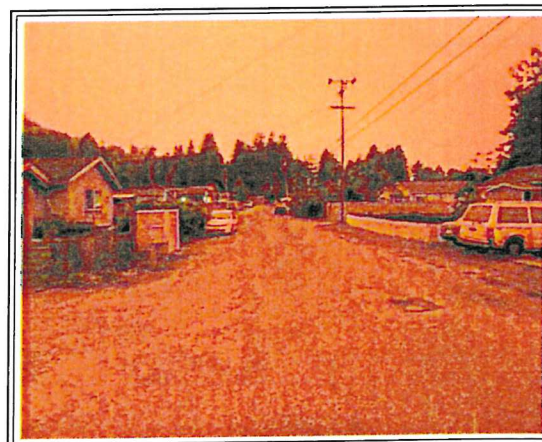
Water Heater - Enclosed within Water Closet



Additional Street Scene - Willow Lane



Additional Street Scene - Willow Lane



Additional Street Scene - Ogle Avenue

COMPARABLE PROPERTY PHOTO ADDENDUM

Client: Kevin Caldwell	File No.: rd2009-265ogle-gpar-w
Property Address: 265 Ogle Ave	Case No.: Rio Dell
City: Rio Dell	State: CA Zip: 95562



COMPARABLE SALE #1

2387 Acacia Dr
Fortuna, CA 95540
Sale Date: s06/19;c05/19
Sale Price: \$ 170,000



COMPARABLE SALE #2

3060 School St
Fortuna, CA 95540
Sale Date: s11/19;c09/19
Sale Price: \$ 185,000



COMPARABLE SALE #3

421 Sequoia Ave
Rio Dell, CA 95562
Sale Date: s12/18;c11/18
Sale Price: \$ 175,000

COMPARABLE PROPERTY PHOTO ADDENDUM

Client: Kevin Caldwell	File No.: rd2009-265ogle-gpar-w
Property Address: 265 Ogle Ave	Case No.: Rio Dell
City: Rio Dell	State: CA Zip: 95562



COMPARABLE SALE #4

506 4th Ave
Rio Dell, CA 95562
Sale Date: s01/20;c12/19
Sale Price: \$ 183,500



COMPARABLE SALE #5

33 Monument Rd
Rio Dell, CA 95562
Sale Date: s08/20;c06/20
Sale Price: \$ 195,000



COMPARABLE SALE #6

917 Martin Dr
Rio Dell, CA 95562
Sale Date: s08/20;c06/20
Sale Price: \$ 235,000

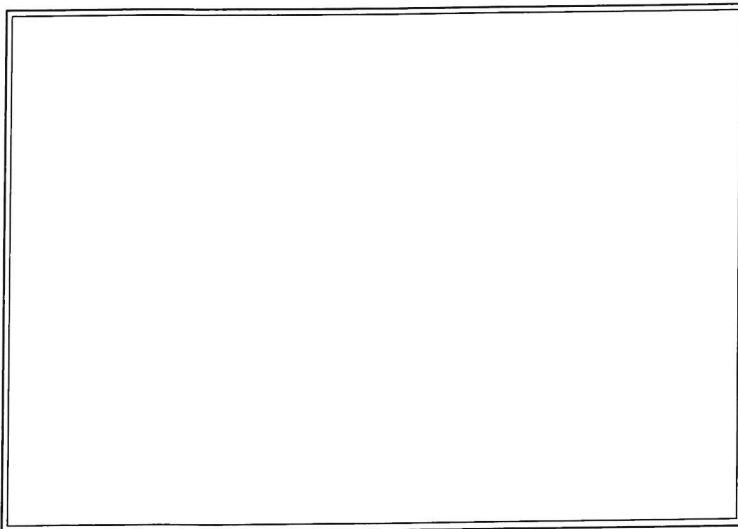
COMPARABLE PROPERTY PHOTO ADDENDUM

Client: Kevin Caldwell	File No.: rd2009-265ogle-gpar-w
Property Address: 265 Ogle Ave	Case No.: Rio Dell
City: Rio Dell	State: CA Zip: 95562



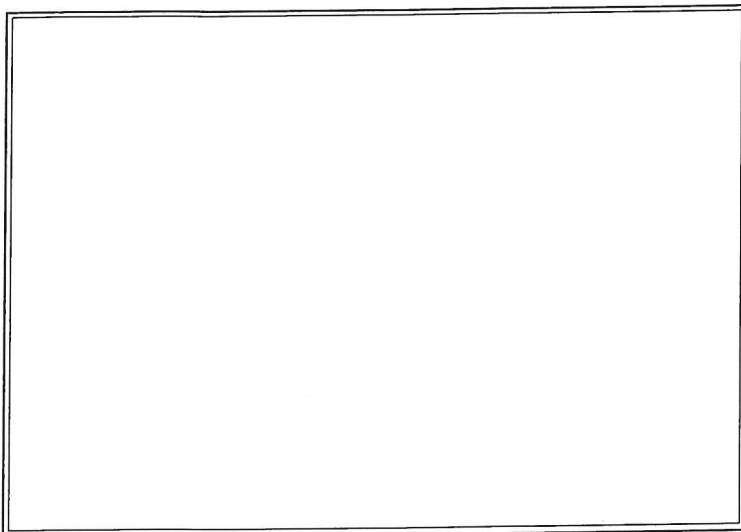
COMPARABLE SALE #7

211 Bellevue Ave
Rio Dell, CA 95562
Sale Date: c09/20
Sale Price: \$ 210,000



COMPARABLE SALE #8

Sale Date:
Sale Price: \$



COMPARABLE SALE #9

Sale Date:
Sale Price: \$

Comparable Property Photo Addendum

Borrower: N/A	File No.: rd2009-265ogle-gpar-w
Property Address: 265 Ogle Ave	Case No.: Rio Dell
City: Rio Dell	State: CA
Lender: Kevin Caldwell	Zip: 95562

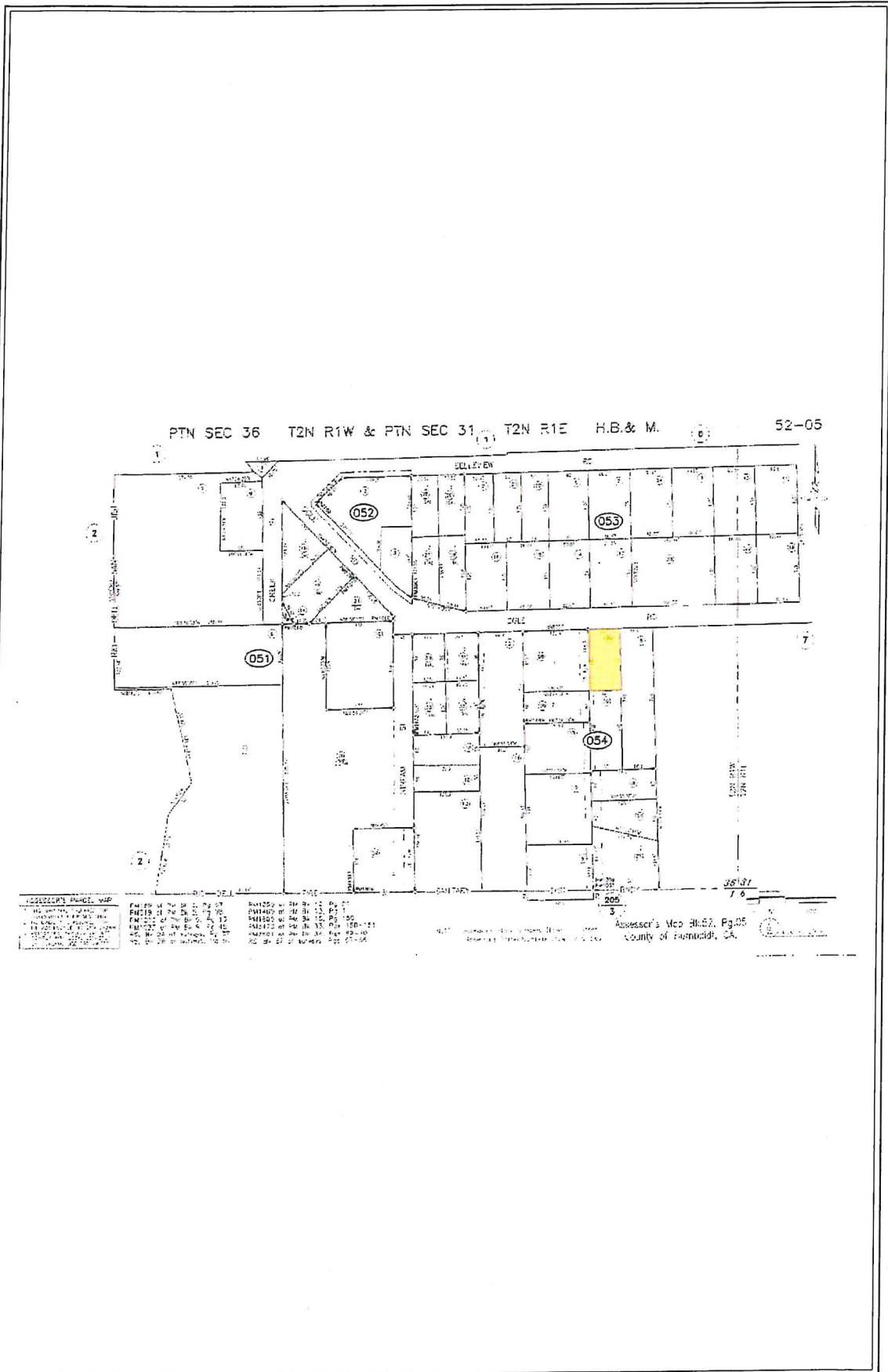


3060 School St
Fortuna, CA 95540

Comparable Sale #2-MLS Photo Provided
(Improvements Not Visible From Street)

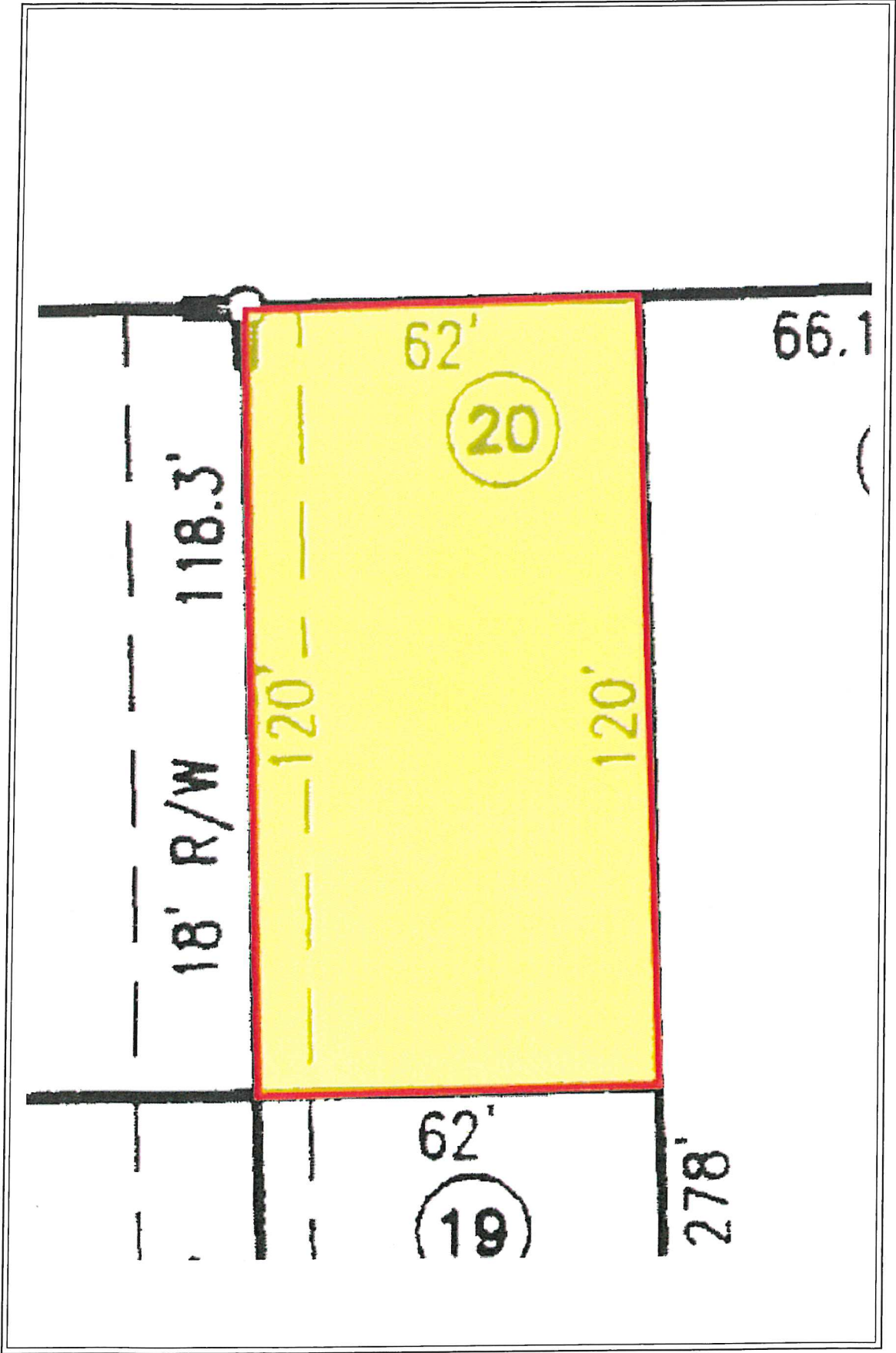
PLAT MAP

Client: Kevin Caldwell	File No.: rd2009-265ogle-gpar-w
Property Address: 265 Ogle Ave	Case No.: Rio Dell
City: Rio Dell	State: CA Zip: 95562



Enlarged Plat Map

Client: Kevin Caldwell	File No.: rd2009-265ogle-gpar-w
Property Address: 265 Ogle Ave	Case No.: Rio Dell
City: Rio Dell	State: CA Zip: 95562



Paired Sale Worksheet - Gross Living Area

Client: Kevin Caldwell

File No.: rd2009-265ogle-gpar-w

Property Address: 265 Ogale Ave

Case No.: Rio Dell

State: CA

Zip: 95562

GLA Paired Sales Analysis Worksheet

Sale #1		Sale Price	Sale #2		Sale Price
108 Hope Lane, Fortuna		\$364,900	124 Hope Lane, Fortuna		\$375,000
Element	Description	Adjustment	Element	Description	Adjustment
Financing/Concessions	AmLth/Conv:0		Financing/Concessions	AmLth/Conv:0	
Date of Sale	s02/20:c01/20		Date of Sale	s11/19:c09/19	
Location	N.Res:		Location	N.Res:	
Leasehold/Fee Simple	Fee Simple		Leasehold/Fee Simple	Fee Simple	
Site	6090 sf		Site	6090 sf	
View	N,CtySlr:		View	N,CtySlr:	
Design (Style)	DT1:Ranch		Design (Style)	DT1:Ranch	
Quality of Construction	Q4		Quality of Construction	Q4	
Actual Age	1		Actual Age	0	\$0
Condition	C1		Condition	C1	
Room Count	6/3/2.0		Room Count	6/3/2.0	
GLA	1415 sf		GLA	1565 sf	
Basement	0 sf		Basement	0 sf	
Finished Rooms Below Grade	None		Finished Rooms Below Grade	None	
Functional Utility	Average		Functional Utility	Average	
Heating/Cooling	NG FA		Heating/Cooling	NG FA	
Energy Efficient Items	Insul./Thermo.		Energy Efficient Items	Insul./Thermo.	
Garage/Carport	2ga2w		Garage/Carport	2ga2fw	
Porch/Patio/Deck	Porch/Patio		Porch/Patio/Deck	Porch/Patio	
Fireplace	None		Fireplace	None	
Other	None		Other	None	
Landscape	Landscaped		Landscape	Landscaped	
Net Adjustments		\$0	Net Adjustments		\$0
Adjusted Value		\$364,900	Adjusted Value		\$375,000

Two residences of new construction, situated within immediate proximity of each other and developed by the same builder. Properties are similar, with the exception of GLA. Difference in GLA is supported at a \$72.14 per square foot for new construction.

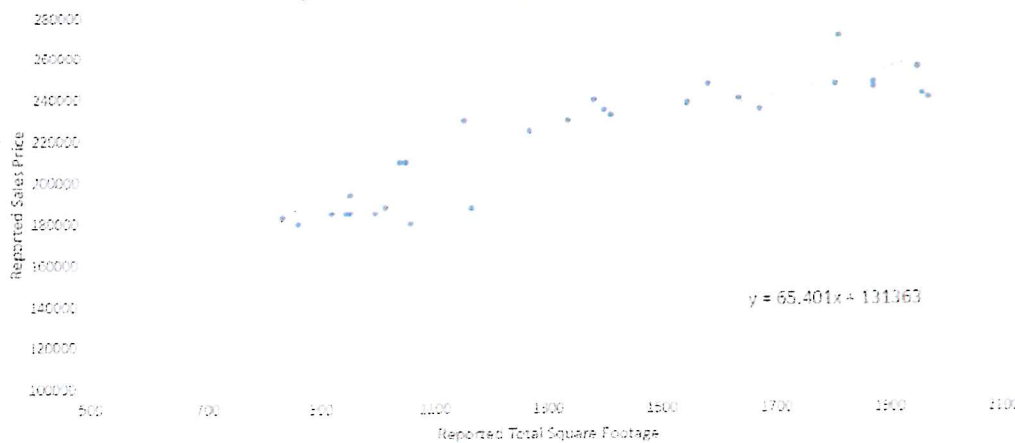
Regression Worksheet - Gross Living Area

Client: Kevin Caldwell	File No.: rd2009-265ogle-gpar-w
Property Address: 265 Ogle Ave	Case No.: Rio Dell
City: Rio Dell	State: CA Zip: 95562

Mid-County Sub-Market of Scotia - GLA Regression Analysis

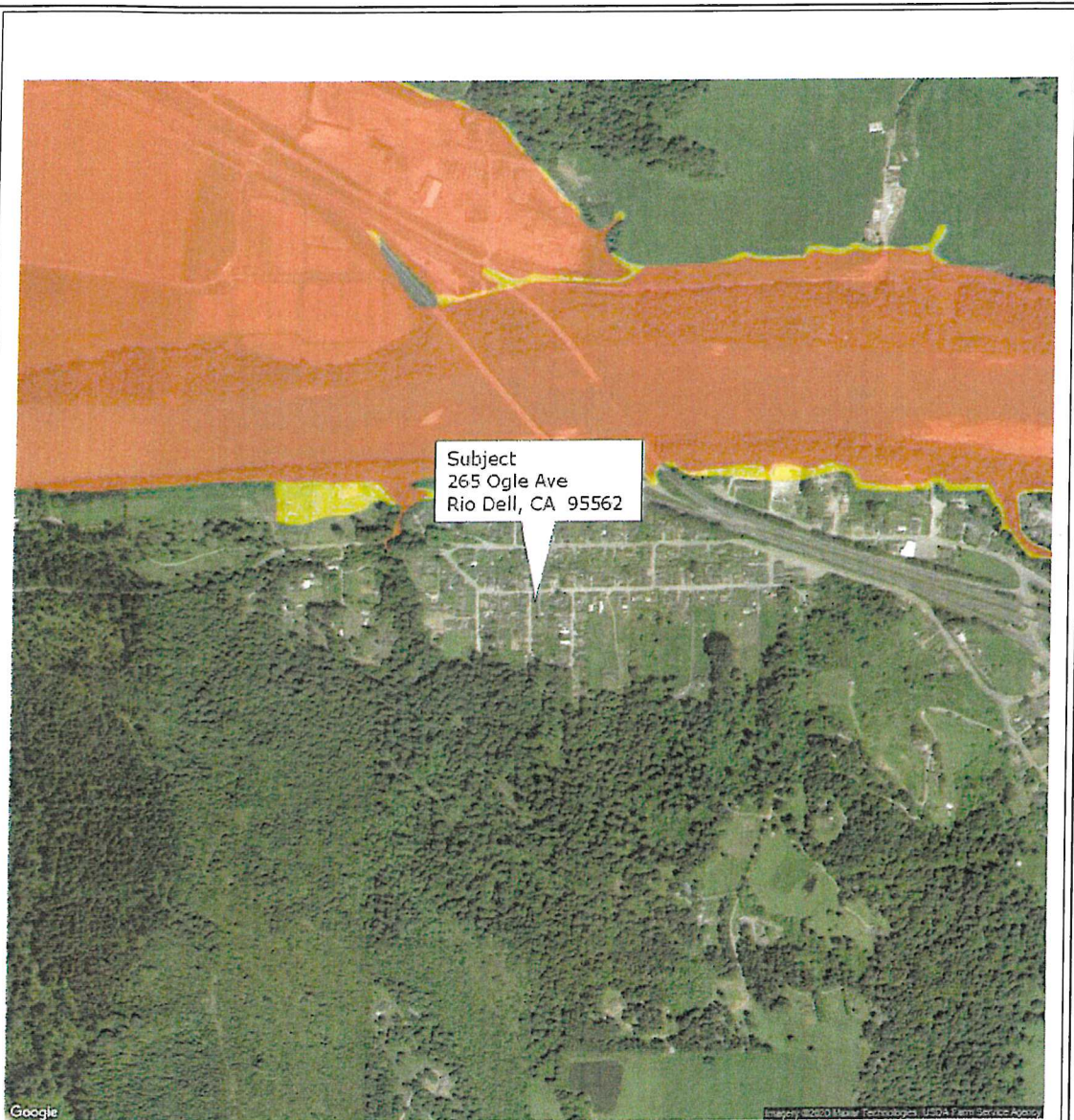
Lot Date	Cold Date	Period Date	Orig. Lot Price	Lot Price	Sold Price	Financing	Street Name	Street Suffix	Sub-Area	Main House SqFt	Year Built	Lot Size	Bedrooms	Baths	Gar. Sp.
4/30/2018	7/8/2018	5/15/2018	210000	210000	210000	FHA	Main	Street	Scotia	2032	1908	City	2	1	0
5/31/2018	8/29/2018	8/22/2018	280000	280000	280000	Farm Hl.	Main	Street	Scotia	1404	1915	City	5	1	1
6/20/2018	8/17/2018	8/25/2018	235000	235000	235000	FHA	Church	Street	Scotia	1664	1920	25 - 45 Acres	3	1	1
8/20/2018	9/28/2018	9/2/2018	242000	247000	247000	Conv.	B	Street	Scotia	1797	1923	City	3	1	2
8/21/2018	12/20/2018	11/15/2018	230000	230000	230000	VA	First	Street	Scotia	1328	1905	City	2	1	1
9/12/2018	11/23/2018	10/19/2018	249000	249000	249000	FHA	B	Street	Scotia	1854	1915	City	3	2	1
9/12/2018	4/18/2019	5/5/2019	225000	225000	225000	Conv.	First	Street	Scotia	1260	1905	City	3	1	0
9/20/2018	10/24/2018	9/28/2018	180000	180000	180000	Conv.	B	Street	Scotia	1053	1923	City	2	1	1
9/25/2018	10/10/2018	9/25/2018	242000	242000	242000	FHA	Main	Street	Scotia	1951	1919	City	2	1	1
12/1/2018	11/26/2018	11/8/2018	180000	180000	180000	Conv.	Second	Street	Scotia	853	1911	City	1	1	1
11/16/2018	5/14/2019	2/27/2019	225000	225000	225000	FHA	Main	Street	Scotia	1537	1910	City	3	2	0
1/14/2019	3/5/2019	2/3/2019	185000	185000	185000	Conv.	First	Street	Scotia	1079	1911	City	2	1	1
1/14/2019	3/15/2019	2/3/2019	185000	185000	185000	Conv.	Second	Street	Scotia	1446	1911	City	2	1	1
3/1/2019	4/23/2019	3/5/2019	185000	185000	185000	VA	Second	Street	Scotia	1408	1911	Overland	2	1	1
4/2/2019	5/2/2019	4/20/2019	242500	270500	270500	Cash	Main	Street	Scotia	1903	1918	City	3	2	2
4/2/2019	4/2/2019	4/2/2019	245000	245000	245000	VA	B	Street	Scotia	1942	1923	City	3	2	1
4/2/2019	4/2/2019	4/2/2019	240000	240000	245500	Conv.	B	Street	Scotia	1864	1915	City	3	2	0
4/5/2019	5/24/2019	4/18/2019	210000	210000	210000	Conv.	B	Street	Scotia	1043	1900	Overland	2	1	1
4/5/2019	5/1/2019	4/5/2019	240000	240000	240000	Conv.	B	Street	Scotia	1062	1915	City	2	2	0
4/9/2019	7/23/2019	6/5/2019	245000	235000	235000	FHA	First	Street	Scotia	1392	1905	City	4	1	1
4/16/2019	5/4/2019	4/19/2019	180000	180000	180000	FHA	Second	Street	Scotia	825	1911	City	2	1	0
4/16/2019	6/28/2019	5/13/2019	180000	230000	230000	Conv.	Second	Street	Scotia	1144	1911	City	3	1	0
5/17/2019	7/11/2019	5/22/2019	185000	185000	185000	FHA	Main	Street	Scotia	1008	1919	City	2	1	0
5/17/2019	11/7/2019	9/25/2019	285000	285000	285000	Conv.	Second	Street	Scotia	1940	1911	City	2	1	0
5/20/2019	10/2/2019	8/20/2019	187500	187500	187500	Conv.	Main	Street	Scotia	1160	1919	City	2	1	0
7/11/2019	7/11/2019	7/11/2019	185000	185000	185000	Cash	Second	Street	Scotia	913	1911	City	2	1	1
7/22/2019	11/19/2019	9/25/2019	232500	232500	239500	Other	First	Street	Scotia	1374	1922	City	2	1	0
7/24/2019	8/25/2019	8/21/2019	240000	240000	247350	FHA	B	Street	Scotia	1573	1915	Overland	5	1	0
9/20/2019	11/21/2019	10/15/2019	240000	240000	240000	VA	B	Street	Scotia	1628	1915	City	3	2	0

Scotia GLA Regression - Sales Closed 7/1/2018 - 1/1/2020 - 2,000sf and Under



FLOOD MAP

Client: Kevin Caldwell	File No.: rd2009-265ogle-gpar-w
Property Address: 265 Ogle Ave	Case No.: Rio Dell
City: Rio Dell	State: CA Zip: 95562



FLOOD INFORMATION

Community: City of Rio Dell
 Property is NOT in a FEMA Special Flood Hazard Area
 Map Number: 06023C1240F
 Panel: 06023C1240
 Zone: X
 Map Date: 11-04-2016
 FIPS: 06023
 Source: FEMA DFIRM

LEGEND

- = FEMA Special Flood Hazard Area - High Risk
- = Moderate and Minimal Risk Areas
- Road View:
 - = Forest
 - = Water

Sky Flood™

This information is provided as a service to the community and is not intended to be used for any other purpose. It is not a guarantee of accuracy and is not a warranty of any kind. The information is provided as a service to the community and is not intended to be used for any other purpose. It is not a guarantee of accuracy and is not a warranty of any kind.

AERIAL MAP

Client: Kevin Caldwell

File No.: rd2009-265ogle-gpar-w

Property Address: 265 Ogle Ave

Case No.: Rio Dell

City: Rio Dell

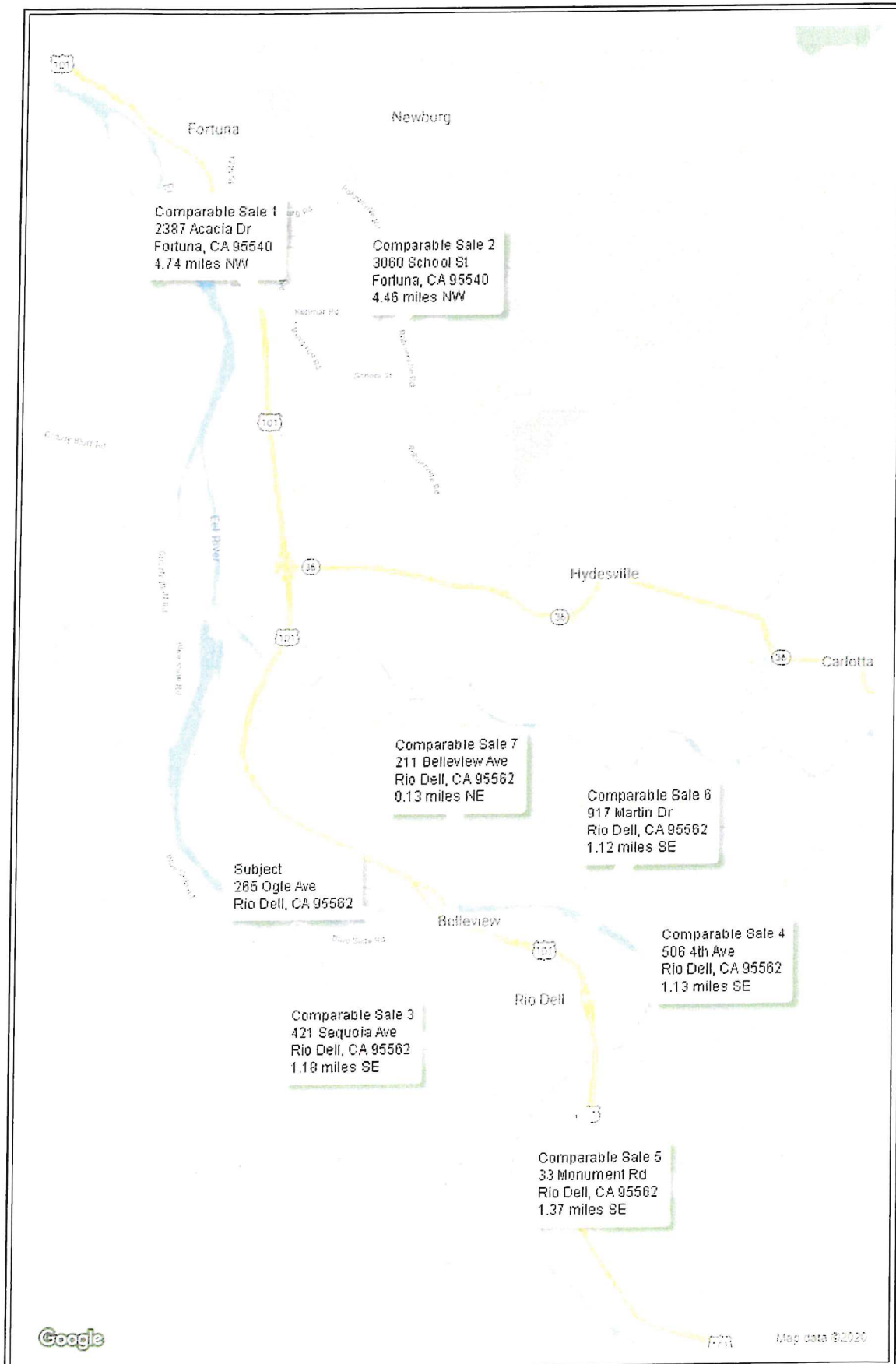
State: CA

Zip: 95562



LOCATION MAP

Client: Kevin Caldwell	File No.: rd2009-265ogle-gpar-w
Property Address: 265 Ogle Ave	Case No.: Rio Dell
City: Rio Dell	State: CA Zip: 95562



Appraiser License

Client: Kevin Caldwell	File No.: rd2009-265ogle-gpar-w
Property Address: 265 Ogle Ave	Case No.: Rio Dell
City: Rio Dell	State: CA Zip: 95562





**DISCLOSURE REGARDING
REAL ESTATE AGENCY RELATIONSHIP**
(Buyer's Brokerage Firm to Buyer)
(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/18)

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k) and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).

☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant Christopher Allen Date 09/30/2020 04:09 PM GMT
Christopher Allen

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant _____ Date _____

Agent Humboldt Equity, Inc. DRE Lic. # 02087309

By Cody Hurst Real Estate Broker (Firm) DRE Lic. # 02097302 Date 10/01/2020 05:59 PM GMT
(Salesperson or Broker-Associate, if any) Cody Hurst

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AD REVISED 12/18 (PAGE 1 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

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Cody Hurst

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265 Willow Lane



CIVIL CODE SECTIONS 2079.13 – 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16. Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

CONFIRMATION: The following agency relationships are confirmed for this transaction:

Seller's Brokerage Firm	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is the broker of (check one): <input type="checkbox"/> the seller; or <input type="checkbox"/> both the buyer and seller. (dual agent)		
Seller's Agent	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is (check one): <input type="checkbox"/> the Seller's Agent. (salesperson or broker associate) <input type="checkbox"/> both the Buyer's and Seller's Agent. (dual agent)		
Buyer's Brokerage Firm	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is the broker of (check one): <input type="checkbox"/> the buyer; or <input type="checkbox"/> both the buyer and seller. (dual agent)		
Buyer's Agent	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is (check one): <input type="checkbox"/> the Buyer's Agent. (salesperson or broker associate) <input type="checkbox"/> both the Buyer's and Seller's Agent. (dual agent)		

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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AD REVISED 12/18 (PAGE 2 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)

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265 Willow Lane



POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, Revised 12/18)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.




Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller _____ Christopher Allen Date _____
 Seller _____ Date _____
 Buyer Christopher Allen  Christopher Allen Date 09/30/2020 04:09 PM GMT
 Buyer _____ Date _____
 Buyer's Brokerage Firm Humboldt Equity, Inc.  DRE Lic # 02087309 Date _____
 By Cody Hurst  DRE Lic # 02097302 Date 10/01/2020 05:59 PM GMT
Cody Hurst
 Seller's Brokerage Firm _____ DRE Lic # _____ Date _____
 By _____ DRE Lic # _____ Date _____

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PRBS REVISED 12/18 (PAGE 1 OF 1)



POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)

Humboldt Equity, Inc., 654 Main Street Fortuna CA 95551
 Cody Hurst

Phone: (707)498-0133 Fax: _____
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265 Willow Lane



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WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (C.A.R. Form WFA, Revised 12/17)

Property Address: 265 Willow Lane, Rio Dell, CA ("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.
2. DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.
3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.


If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: <https://www.fbi.gov/>; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: <http://www.nw3c.org/>

On Guard Online: <https://www.onguardonline.gov/>

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.

Buyer/Tenant Christopher Allen  Christopher Allen Date 09/30/2020 04:09 PM GMT
Buyer/Tenant _____ Date _____
Seller/Landlord Christpoher Allen Date _____
Seller/Landlord _____ Date _____

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WFA REVISED 12/17 (PAGE 1 OF 1)

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (WFA PAGE 1 OF 1)

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**CALIFORNIA
RESIDENTIAL PURCHASE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**
(C.A.R. Form RPA-CA, Revised 12/18)

Date Prepared: 07/28/2020

1. OFFER:

- A. THIS IS AN OFFER FROM Christopher Allen ("Buyer").
B. THE REAL PROPERTY to be acquired is 265 Willow Lane, Rio Dell, CA, situated in
Rio Dell (City), Humboldt (County), California, (Zip Code), Assessor's Parcel No. ("Property").
C. THE PURCHASE PRICE offered is One Hundred Sixty-Five Thousand One Dollars \$ 165,001.00.
D. CLOSE OF ESCROW shall occur on (date) or ☒ 45 Days After Acceptance.
E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

2. AGENCY:

- A. DISCLOSURE: The Parties each acknowledge receipt of a ☒ "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).
B. CONFIRMATION: The following agency relationships are confirmed for this transaction:
Seller's Brokerage Firm _____ License Number _____
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)
Seller's Agent _____ License Number _____
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)
Buyer's Brokerage Firm Humboldt Equity, Inc. License Number 02087309
Is the broker of (check one): ☒ the buyer; or ☐ both the buyer and seller. (dual agent)
Buyer's Agent Cody Hurst License Number 02097302
Is (check one): ☒ the Buyer's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

- C. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a ☒ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.

- A. INITIAL DEPOSIT: Deposit shall be in the amount of \$ 1,500.00.
(1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, ☒ cashier's check, ☐ personal check, ☐ other _____ within 3 business days after Acceptance (or _____);
OR (2) ☐ Buyer Deposit with Agent: Buyer has given the deposit by personal check (or _____) to the agent submitting the offer (or to _____), made payable to _____.
The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or _____).
Deposit checks given to agent shall be an original signed check and not a copy.

(Note: Initial and increased deposits checks received by agent shall be recorded in Broker's trust fund log.)

- B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$ _____ within _____ Days After Acceptance (or _____).
If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount in a separate liquidated damages clause (C.A.R. Form RID) at the time the increased deposit is delivered to Escrow Holder.
C. ☐ ALL CASH OFFER: No loan is needed to purchase the Property. This offer is NOT contingent on Buyer obtaining a loan. Written verification of sufficient funds to close this transaction IS ATTACHED to this offer or ☐ Buyer shall, within 3 (or _____) Days After Acceptance, Deliver to Seller such verification.

D. LOAN(S):

- (1) FIRST LOAN: in the amount of \$ 146,300.00.
This loan will be conventional financing OR ☐ FHA, ☐ VA, ☐ Seller financing (C.A.R. Form SFA), ☐ assumed financing (C.A.R. Form AFA), ☐ Other _____. This loan shall be at a fixed rate not to exceed _____ % or, ☐ an adjustable rate loan with initial rate not to exceed _____ %.
Regardless of the type of loan, Buyer shall pay points not to exceed _____ % of the loan amount.
(2) ☐ SECOND LOAN in the amount of \$ _____.
This loan will be conventional financing OR ☐ Seller financing (C.A.R. Form SFA), ☐ assumed financing (C.A.R. Form AFA), ☐ Other _____. This loan shall be at a fixed rate not to exceed _____ % or, ☐ an adjustable rate loan with initial rate not to exceed _____ %.
Regardless of the type of loan, Buyer shall pay points not to exceed _____ % of the loan amount.
(3) FHA/VA: For any FHA or VA loan specified in 3D(1), Buyer has 17 (or _____) Days After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or otherwise correct. Seller has no obligation to pay or satisfy lender requirements unless agreed in writing. A FHA/VA amendatory clause (C.A.R. Form FVAC) shall be a part of this Agreement.

- E. ADDITIONAL FINANCING TERMS: **** Seller to pay buyers agent 3% commission of selling price or 5% to represent buyer and seller.**

- F. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of \$ 17,201.00 to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

- G. PURCHASE PRICE (TOTAL): \$ 165,001.00

Buyer's Initials CA _____
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Seller's Initials _____

RPA-CA REVISED 12/18 (PAGE 1 OF 10)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 1 OF 10)

Humboldt Equity, Inc., 654 Main Street Fortuna CA 95551
Cody Hurst

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Phone: (707)498-0133

Fax:

265 Willow Lane



H. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to paragraph 3J(1)) shall, within **3 (or _____) Days** After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (☐ Verification attached.)

I. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (or ☐ is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 14B(3), in writing, remove the appraisal contingency or cancel this Agreement within **17 (or _____) Days** After Acceptance.

J. LOAN TERMS:

(1) LOAN APPLICATIONS: Within **3 (or _____) Days** After Acceptance, Buyer shall Deliver to Seller a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. (☐ Letter attached.)

(2) LOAN CONTINGENCY: Buyer shall act diligently and in good faith to obtain the designated loan(s). Buyer's qualification for the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are **not** contingencies of this Agreement.

(3) LOAN CONTINGENCY REMOVAL:

Within **21 (or _____) Days** After Acceptance, Buyer shall, as specified in paragraph 14, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.

(4) ☐ NO LOAN CONTINGENCY: Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

(5) LENDER LIMITS ON BUYER CREDITS: Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

K. BUYER STATED FINANCING: Seller is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

4. SALE OF BUYER'S PROPERTY:

A. This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer.

OR B. ☐ This Agreement and Buyer's ability to obtain financing are contingent upon the sale of property owned by Buyer as specified in the attached addendum (C.A.R. Form COP).

5. ADDENDA AND ADVISORIES:

A. ADDENDA:

<input type="checkbox"/> Addendum # _____ (C.A.R. Form ADM)
<input type="checkbox"/> Back Up Offer Addendum (C.A.R. Form BUO)
<input type="checkbox"/> Court Confirmation Addendum (C.A.R. Form CCA)
<input type="checkbox"/> Septic, Well and Property Monument Addendum (C.A.R. Form SWPI)
<input type="checkbox"/> Short Sale Addendum (C.A.R. Form SSA)
<input type="checkbox"/> Other _____

B. BUYER AND SELLER ADVISORIES:

<input checked="" type="checkbox"/> Buyer's Inspection Advisory (C.A.R. Form BIA)
<input type="checkbox"/> Probate Advisory (C.A.R. Form PA)
<input type="checkbox"/> Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
<input type="checkbox"/> Trust Advisory (C.A.R. Form TA)
<input type="checkbox"/> REO Advisory (C.A.R. Form REO)
<input type="checkbox"/> Short Sale Information and Advisory (C.A.R. Form SSIA)
<input type="checkbox"/> Other _____

6. OTHER TERMS:

7. ALLOCATION OF COSTS

A. INSPECTIONS, REPORTS AND CERTIFICATES: Unless otherwise agreed in writing, this paragraph only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it **does not determine who is to pay for any work recommended or identified in the Report.**

(1) ☒ Buyer ☒ Seller shall pay for a natural hazard zone disclosure report, including tax ☐ environmental ☐ Other: _____ prepared by ****SnapNHD - The Industry Leader.****

(2) ☐ Buyer ☐ Seller shall pay for the following Report _____ prepared by _____.

(3) ☐ Buyer ☐ Seller shall pay for the following Report _____ prepared by _____.

B. GOVERNMENT REQUIREMENTS AND RETROFIT:

(1) ☐ Buyer ☒ Seller shall pay for smoke alarm and carbon monoxide device installation and water heater bracing, if required by Law. Prior to Close Of Escrow ("COE"), Seller shall provide Buyer written statement(s) of compliance in accordance with state and local Law, unless Seller is exempt.

Buyer's Initials (CA) _____
RPA-CA REVISED 12/18 (PAGE 2 OF 10)

Seller's Initials _____



- (2) (i) ☐ Buyer ☐ Seller shall pay the cost of compliance with any other minimum mandatory government inspections and reports if required as a condition of closing escrow under any Law.
- (ii) ☐ Buyer ☐ Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards required as a condition of closing escrow under any Law, whether the work is required to be completed before or after COE.
- (iii) Buyer shall be provided, within the time specified in paragraph 14A, a copy of any required government conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

C. ESCROW AND TITLE:

- (1) (a) ☒ Buyer ☒ Seller shall pay escrow fee _____.
- (b) Escrow Holder shall be _____.
- (c) The Parties shall, within 5 (or _____) Days After receipt, sign and return Escrow Holder's general provisions.
- (2) (a) ☒ Buyer ☒ Seller shall pay for owner's title insurance policy specified in paragraph 13E _____.
- (b) Owner's title policy to be issued by _____.
- (Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

D. OTHER COSTS:

- (1) ☒ Buyer ☒ Seller shall pay County transfer tax or fee _____.
- (2) ☐ Buyer ☐ Seller shall pay City transfer tax or fee _____.
- (3) ☐ Buyer ☐ Seller shall pay Homeowners' Association ("HOA") transfer fee _____.
- (4) Seller shall pay HOA fees for preparing documents required to be delivered by Civil Code §4525.
- (5) ☐ Buyer ☐ Seller shall pay HOA fees for preparing all documents other than those required by Civil Code §4525.
- (6) Buyer to pay for any HOA certification fee.
- (7) ☐ Buyer ☐ Seller shall pay for any private transfer fee _____.
- (8) ☐ Buyer ☐ Seller shall pay for _____.
- (9) ☐ Buyer ☐ Seller shall pay for _____.
- (10) ☐ Buyer ☐ Seller shall pay for the cost, not to exceed \$ _____, of a standard (or ☐ upgraded) one-year home warranty plan, issued by _____, with the following optional coverages: ☐ Air Conditioner ☐ Pool/Spa ☐ Other: _____.
- Buyer is informed that home warranty plans have many optional coverages in addition to those listed above. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer.

OR ☒ Buyer waives the purchase of a home warranty plan. Nothing in this paragraph precludes Buyer's purchasing a home warranty plan during the term of this Agreement.

8. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

A. **NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the MLS, flyers or marketing materials are **not** included in the purchase price or excluded from the sale unless specified in paragraph 8 B or C.

B. **ITEMS INCLUDED IN SALE:** Except as otherwise specified or disclosed,

- (1) All EXISTING fixtures and fittings that are attached to the Property;
- (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water features and fountains, water softeners, water purifiers, security systems/alarms and the following if checked: ☒ all stove(s), except _____; ☒ all refrigerator(s) except _____; ☒ all washer(s) and dryer(s), except _____;
- (3) The following additional items: _____.
- (4) Existing integrated phone and home automation systems, including necessary components such as intranet and Internet-connected hardware or devices, control units (other than non-dedicated mobile devices, electronics and computers) and applicable software, permissions, passwords, codes and access information, are (☐ are NOT) included in the sale.
- (5) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller shall, within the time specified in paragraph 14A, (i) disclose to Buyer if any item or system specified in paragraph 8B or otherwise included in the sale is leased, or not owned by Seller, or specifically subject to a lien or other encumbrance, and (ii) Deliver to Buyer all written materials (such as lease, warranty, etc.) concerning any such item. Buyer's ability to assume any such lease, or willingness to accept the Property subject to any such lien or encumbrance, is a contingency in favor of Buyer and Seller as specified in paragraph 14B and C.
- (6) Seller represents that all items included in the purchase price, unless otherwise specified, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to 8B(5) and _____, and (ii) are transferred without Seller warranty regardless of value.

C. **ITEMS EXCLUDED FROM SALE:** Unless otherwise specified, the following items are excluded from sale: (i) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (ii) furniture and other items secured to the Property for earthquake purposes; and (iii) _____.

_____. Brackets attached to walls, floors or ceilings for any such component, furniture or item shall remain with the Property (or ☐ will be removed and holes or other damage shall be repaired, but not painted).

9. CLOSING AND POSSESSION:

- A. Buyer intends (or ☐ does not intend) to occupy the Property as Buyer's primary residence.
- B. **Seller-occupied or vacant property:** Possession shall be delivered to Buyer: (i) at 6 PM or (☐ AM/☐ PM) on the date of Close Of Escrow; (ii) ☐ no later than _____ calendar days after Close Of Escrow; or (iii) ☐ at _____ AM/☐ PM on _____.

Buyer's Initials (CA) _____

Seller's Initials _____

RPA-CA REVISED 12/18 (PAGE 3 OF 10)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 3 OF 10)

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C. **Seller remaining in possession After Close Of Escrow:** If Seller has the right to remain in possession after Close Of Escrow, (i) the Parties are advised to sign a separate occupancy agreement such as ☐ C.A.R. Form SIP, for Seller continued occupancy of less than 30 days, ☐ C.A.R. Form RLAS for Seller continued occupancy of 30 days or more; and (ii) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; and (iii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan.

D. **Tenant-occupied property: Property shall be vacant at least 5 (or ____) Days Prior to Close Of Escrow, unless otherwise agreed in writing. Note to Seller: If you are unable to deliver Property vacant in accordance with rent control and other applicable Law, you may be in breach of this Agreement.**

OR ☐ **Tenant to remain in possession (C.A.R. Form TIP).**

E. **At Close Of Escrow:** Seller assigns to Buyer any assignable warranty rights for items included in the sale; and Seller shall Deliver to Buyer available Copies of any such warranties. Brokers cannot and will not determine the assignability of any warranties.

F. **At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems and intranet and Internet-connected devices included in the purchase price, and garage door openers. If the Property is a condominium or located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.**

10. STATUTORY AND OTHER DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:

A. (1) Seller shall, within the time specified in paragraph 14A, Deliver to Buyer: (i) if required by Law, a fully completed: Federal Lead-Based Paint Disclosures (C.A.R. Form FLD) and pamphlet ("Lead Disclosures"); and (ii) unless exempt, fully completed disclosures or notices required by sections 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement ("TDS"), Natural Hazard Disclosure Statement ("NHD"), notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or ESD).

(2) Any Statutory Disclosure required by this paragraph is considered fully completed if Seller has answered all questions and completed and signed the Seller section(s) and the Seller's Agent, if any, has completed and signed the Seller's Brokerage Firm section(s), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Nothing stated herein relieves a Buyer's Brokerage Firm, if any, from the obligation to (i) conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or (ii) complete any sections on all disclosures required to be completed by Buyer's Brokerage Firm.

(3) **Note to Buyer and Seller:** Waiver of Statutory and Lead Disclosures is prohibited by Law.

(4) Within the time specified in paragraph 14A, (i) Seller, unless exempt from the obligation to provide a TDS, shall, complete and provide Buyer with a Seller Property Questionnaire (C.A.R. Form SPQ); (ii) if Seller is not required to provide a TDS, Seller shall complete and provide Buyer with an Exempt Seller Disclosure (C.A.R. Form ESD).

(5) Buyer shall, within the time specified in paragraph 14B(1), return Signed Copies of the Statutory, Lead and other disclosures to Seller.

(6) In the event Seller or Seller's Brokerage Firm, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.**

(7) If any disclosure or notice specified in paragraph 10A(1), or subsequent or amended disclosure or notice is Delivered to Buyer after the offer is Signed, Buyer shall have the right to cancel this Agreement within **3 Days After Delivery** in person, or **5 Days After Delivery** by deposit in the mail, or by an electronic record satisfying the Uniform Electronic Transactions Act (UETA), by giving written notice of cancellation to Seller or Seller's agent.

B. **NATURAL AND ENVIRONMENTAL HAZARD DISCLOSURES AND OTHER BOOKLETS:** Within the time specified in paragraph 14A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklet, and home energy rating pamphlet; (ii) disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; and Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.

C. **WITHHOLDING TAXES:** Within the time specified in paragraph 14A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).

D. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

E. **NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.

F. **CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**

(1) **SELLER HAS: 7 (or ____) Days After Acceptance to disclose to Buyer if the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form SPQ or ESD).**

Buyer's Initials (CA) _____

Seller's Initials _____



(2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has 3 (or) Days After Acceptance to request from the HOA (C.A.R. Form HOA1): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). (vi) private transfer fees; (vii) Pet fee restrictions; and (viii) smoking restrictions. Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 14B(3). The Party specified in paragraph 7, as directed by escrow, shall deposit funds into escrow or direct to HOA or management company to pay for any of the above.

11. **CONDITION OF PROPERTY:** Unless otherwise agreed in writing: (i) the Property is sold (a) "AS-IS" in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.

- A. Seller shall, within the time specified in paragraph 14A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.
- B. Buyer has the right to conduct Buyer Investigations of the Property and, as specified in paragraph 14B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.
- C. **Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.**

12. **BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**

- A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 14B. Within the time specified in paragraph 14B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to: (i) a general physical inspection; (ii) an inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2); (iii) inspect for lead-based paint and other lead-based paint hazards; (iv) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA); (v) review the registered sex offender database; (vi) confirm the insurability of Buyer and the Property including the availability and cost of flood and fire insurance; and (vii) review and seek approval of leases that may need to be assumed by Buyer. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report; or inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 14B, complete Buyer Investigations and either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all such Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
- C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.
- D. **Buyer indemnify and seller protection for entry upon property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

13. **TITLE AND VESTING:**

- A. Within the time specified in paragraph 14, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 14B. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information.
- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
- C. Within the time specified in paragraph 14A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
- E. Buyer shall receive a CLTA/ALTA "Homeowner's Policy of Title Insurance", if applicable to the type of property and buyer. If not, Escrow Holder shall notify Buyer. A title company can provide information about the availability, coverage, and cost of other title policies and endorsements. If the Homeowner's Policy is not available, Buyer shall choose another policy, instruct Escrow Holder in writing and shall pay any increase in cost.

Buyer's Initials (CA) ()

Seller's Initials () ()

RPA-CA REVISED 12/18 (PAGE 5 OF 10)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 5 OF 10)

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14. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).

- A. **SELLER HAS: 7 (or ____) Days** After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 5, 6, 7, 8B(5), 10A, B, C, and F, 11A and 13A. If, by the time specified, Seller has not Delivered any such item, Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement.
- B. (1) **BUYER HAS: 17 (or ____) Days** After Acceptance, unless otherwise agreed in writing, to:
- (i) complete all Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 8B(5), and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Lead Disclosures and other disclosures Delivered by Seller in accordance with paragraph 10A.
 - (2) Within the time specified in paragraph 14B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer's requests.
 - (3) By the end of the time specified in paragraph 14B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in paragraph 14A, then Buyer has **5 (or ____) Days** After Delivery of any such items, or the time specified in paragraph 14B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.
 - (4) **Continuation of Contingency:** Even after the end of the time specified in paragraph 14B(1) and before Seller cancels, if at all, pursuant to paragraph 14D, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 14D(1).
 - (5) **Access to Property:** Buyer shall have access to the Property to conduct inspections and investigations for **17 (or ____) Days** After Acceptance, whether or not any part of the Buyer's Investigation Contingency has been waived or removed.
- C. ☐ **REMOVAL OF CONTINGENCIES WITH OFFER:** Buyer removes the contingencies specified in the attached Contingency Removal form (C.A.R. Form CR). If Buyer removes any contingency without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Broker.
- D. **SELLER RIGHT TO CANCEL:**
- (1) **Seller right to Cancel; Buyer Contingencies:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
 - (2) **Seller right to Cancel; Buyer Contract Obligations:** Seller, after first delivering to Buyer a NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3A, or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; (ii) Deliver a notice of FHA or VA costs or terms as required by paragraph 3D(3) (C.A.R. Form FVA); (iii) Deliver a letter as required by paragraph 3J(1); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 3C or 3H; (v) In writing assume or accept leases or liens specified in 8B5; (vi) Return Statutory and Lead Disclosures as required by paragraph 10A(5); or (vii) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 21B; or (viii) Provide evidence of authority to sign in a representative capacity as specified in paragraph 19. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
- E. **NOTICE TO BUYER OR SELLER TO PERFORM:** The NBP or NSP shall: (i) be in writing; (ii) be signed by the applicable Buyer or Seller; and (iii) give the other Party at least **2 (or ____) Days** After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than **2 Days** Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 14.
- F. **EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
- G. **CLOSE OF ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: (i) be signed by the applicable Buyer or Seller; and (ii) give the other Party at least **3 (or ____) Days** After Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** Prior to the scheduled close of escrow.
- H. **EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, **release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award.** If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit. (C.A.R. Form BDRD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within 10 Days After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursement of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. **A Party may be subject to a civil penalty of up to \$1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).**

Buyer's Initials (CA) _____

Seller's Initials _____



- 15. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property within 5 (or) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 11; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 16. REPAIRS:** Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
- 17. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
- 18. BROKERS:**
- A. COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
- B. SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
- 19. REPRESENTATIVE CAPACITY:** If one or more Parties is signing this Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 31 or 32 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).
- 20. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**
- A.** The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3, 4B, 5A, 6, 7, 10C, 13, 14G, 17, 18A, 19, 20, 26, 29, 30, 31, 32 and paragraph D of the section titled Real Estate Brokers on page 10. If a Copy of the separate compensation agreement(s) provided for in paragraph 18A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 7C(1)(c). To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 (or) Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 7, 10 or elsewhere in this Agreement.
- B.** A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days After Acceptance (or). Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 10C, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.

Buyer's Initials (CA) ()Seller's Initials () ()

RPA-CA REVISED 12/18 (PAGE 7 OF 10)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 7 OF 10)

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- C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 18A and paragraph D of the section titled Real Estate Brokers on page 10. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 18A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
- D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
- E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.

21. REMEDIES FOR BUYER'S BREACH OF CONTRACT:

- A. Any clause added by the Parties specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase in violation of this Agreement shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.
- B. **LIQUIDATED DAMAGES:** If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Except as provided in paragraph 14H, release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. **AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM RID).**

Buyer's Initials CA / _____

Seller's Initials _____ / _____

22. DISPUTE RESOLUTION:

- A. **MEDIATION:** The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action through the C.A.R. Real Estate Mediation Center for Consumers (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.** Exclusions from this mediation agreement are specified in paragraph 22C.

B. ARBITRATION OF DISPUTES:

The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 22C.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials CA / _____

Seller's Initials _____ / _____

C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:

- (1) **EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.

Buyer's Initials CA / _____

Seller's Initials _____ / _____

RPA-CA REVISED 12/18 (PAGE 8 OF 10)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 8 OF 10)

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- (2) **PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.
- (3) **BROKERS:** Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.
23. **SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
24. **MULTIPLE LISTING SERVICE ("MLS"):** Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.
25. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 22A.
26. **ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller. (C.A.R. Form AOAA).
27. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
28. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a counter offer or addendum. If at least one but not all Parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.
29. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**
30. **DEFINITIONS:** As used in this Agreement:
- A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.
 - B. "Agreement" means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement between the Parties. Addenda are incorporated only when Signed by all Parties.
 - C. "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the parties.
 - D. "Close Of Escrow", including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded.
 - E. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
 - F. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
 - G. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
 - H. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
 - I. "Deliver", "Delivered" or "Delivery", unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page 10, regardless of the method used (i.e., messenger, mail, email, fax, other).
 - J. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
 - K. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
 - L. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
 - M. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.
31. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by _____, who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by ☐ _____ ☐ AM/ ☐ PM, on _____ (date)).

☐ One or more Buyers is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-B) for additional terms.

Date 09/30/2020 04:09 PM GMT BUYER Christopher Allen
(Print name) Christopher Allen

Date _____ BUYER _____
(Print name) _____

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

Seller's Initials (____) (____)

Property Address: 265 Willow Lane, Rio Dell, CA

Date: July 28, 2020

32. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer, and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

☐ (If checked) SELLER'S ACCEPTANCE IS SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO) DATED: _____.

☐ One or more Sellers is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-S) for additional terms.

Date _____ SELLER

(Print name) Christopher Allen

Date _____ SELLER

(Print name) _____

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

(_____/_____) (Do not initial if making a counter offer.) **CONFIRMATION OF ACCEPTANCE:** A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) _____ at _____
☐ AM/ ☐ PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

REAL ESTATE BROKERS:

A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.

B. Agency relationships are confirmed as stated in paragraph 2.

C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.

D. **COOPERATING (BUYER'S) BROKER COMPENSATION:** Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

E. **PRESENTATION OF OFFER:** Pursuant to Standard of Practice 1-7, if Buyer's Broker makes a written request, Seller's Broker shall confirm in writing that this offer has been presented to Seller.

Buyer's Brokerage Firm Humboldt Equity, Inc.

DRE Lic. # 02087309

By Cody Hurst

Cody Hurst DRE Lic. # 02097302

Date 10/01/2020 05:59 PM GMT

By _____

DRE Lic. # _____

Date _____

Address 654 Main Street

City Fortuna

State CA

Zip 95551

Telephone (707)498-0133

Fax _____

E-mail cody@humboldequity.com

Seller's Brokerage Firm _____

DRE Lic. # _____

By _____

DRE Lic. # _____

Date _____

By _____

DRE Lic. # _____

Date _____

Address _____

City _____

State _____

Zip _____

Telephone _____

Fax _____

E-mail _____

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of \$ _____), counter offer numbers _____ ☐ Seller's Statement of Information and _____

, and agrees to act as Escrow Holder subject to paragraph 20 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is _____

Escrow Holder _____ Escrow # _____

By _____ Date _____

Address _____

Phone/Fax/E-mail _____

Escrow Holder has the following license number # _____

☐ Department of Business Oversight, ☐ Department of Insurance, ☐ Department of Real Estate.

PRESENTATION OF OFFER: (_____) Seller's Broker presented this offer to Seller on _____ (date).
Broker or Designee Initials _____

REJECTION OF OFFER: (_____) (_____) No counter offer is being made. This offer was rejected by Seller on _____ (date).
Seller's Initials _____

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THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.



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Buyer Acknowledges that page 10 is part of this Agreement

(CA) _____
Buyer's Initials



RPA-CA REVISED 12/18 (PAGE 10 of 10)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 10 OF 10)

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265 Willow Lane



BUYER'S INSPECTION ADVISORY

(C.A.R. Form BIA, Revised 11/14)

Property Address **265 Willow Lane, Rio Dell, CA**


1. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.

2. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.

3. YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.


- A. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and nonstructural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
- B. SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
- C. WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
- D. SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
- E. WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
- F. ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
- G. EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
- H. FIRE, HAZARD AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.
- I. BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size.
- J. RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.
- K. SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.
- L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS:** Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyers are encouraged to read it carefully.

Buyer Christopher Allen  09/30/2020 04:09 PM GMT
Christopher Allen

Buyer _____

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BIA REVISED 11/14 (PAGE 1 OF 1)

BUYER'S INSPECTION ADVISORY (BIA PAGE 1 OF 1)

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As of January 1, 2020, the California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA") grants to California residents certain rights in their private, personal information that is collected by companies with whom they do business. Under the CCPA, "personal information" is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you, including, potentially, photographs of or sales information about your property. Some of your personal information will be collected and likely shared with others during the process of buying and selling real estate. Depending on the situation, you may have the right to "opt out" or stop the transfer of your personal information to others and request that certain businesses delete your personal information altogether. Not all businesses you interact with are required to comply with the law, primarily just those who meet the criteria of a covered "Business" as set forth in Section 1798.140 (c)]. For more information, you may ask your Broker for a copy of the C.A.R. Legal Q&A on the subject.

A real estate broker is likely to submit personal information to a Multiple Listing Service ("MLS") in order to help find a buyer for a seller's property. Through the MLS, the information is made available to real estate brokers and salespeople, and others. Even after a sale is complete, the MLS distributes sales information to the real estate community. Brokers, agents and MLSs may also share your personal information with others who post the personal information on websites or elsewhere, or otherwise use it. Thus, there are various service providers and companies in a real estate transaction who may be engaged in using or sharing data involving your personal information.

If your broker is a covered Business, it should have a privacy policy explaining your rights on its website and giving you an opportunity to request that personal information not be shared, used and even deleted. Even if your real estate brokerage is a covered Business, it needs, and is allowed, to keep your information to effectuate a sale and, by law, is required to maintain such information for three years to comply with regulatory requirements. Not all brokers are covered Businesses, however, and those that are not, do not have to comply with the CCPA.

Similarly, most MLSs will not be considered a covered Business. Instead, the MLS may be considered a Third Party in the event a covered Business (ex: brokerages, real estate listing aggregation or advertising internet sites or other outlets who meet the criteria of covered Businesses) exchanges personal information with the MLS. You do not have the right under the CCPA to require a Third Party to delete your personal information. And like real estate brokerages, even if an MLS is a covered Business, MLSs are also required by law to retain and make accessible in its computer system any and all listing and other information for three years.

Whether an MLS is a covered Business or a Third Party, you have a right to be notified about the sharing of your personal information and your right to contact a covered Business to opt out of your personal information being used, or shared with Third Parties. Since the MLSs and/or other entities receiving your personal information do not have direct contact with buyers and sellers and also may not be aware of which entities exchanging personal information are covered Businesses, this form is being used to notify you of your rights under the CCPA and your ability to direct requests to covered Businesses not to share personal information with Third Parties. One way to limit access to your personal information, is to inform your broker or salesperson you want to opt-out of the MLS, and if so, you will be asked to sign a document (Form SELM) confirming your request to keep your listing off the MLS. However, if you do so, it may be more difficult to sell your property or obtain the highest price for it because your property will not be exposed to the greatest number of real estate licensees and others.

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory.

Buyer/Seller/Landlord/Tenant Christopher Allen
Christopher Allen



Date 09/30/2020 04:09 PM GMT

Buyer/Seller/Landlord/Tenant _____ Date _____

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CCPA 12/19 (PAGE 1 OF 1)

CALIFORNIA CONSUMER PRIVACY ACT ADVISORY (CCPA PAGE 1 OF 1)



Staff Highlights – 2020-10-06

City Council

The Mayor and Chief of Police attended a “Community Coffee” via Zoom with Senator McGuire.

City Manager

Continued discussions on finalization of the Water Infrastructure Improvement Project

Work on finalization of street striping project

Finalization of employment agreements and Special Meeting

Discussion on potential film project in Rio Dell

Artist Dan Macaulay replaced the cougar sculpture on Wildwood Avenue

City Clerk

Processed five (5) Building Permits

1255 Riverside Dr. – Sewer Lateral

88 Dixie St. – Demolition of Garage

693 Side St. – Sewer Lateral

294 Belleview Ave. – Re-Roof Residence

218 Ogle Ave. – Re-Roof Shed

Processed two (2) Business License Applications

C.W. Landscaping

Stephen Finch Repairs - Handyman

Misc.

PRA Request – Employee/Elected Official Roster

Submitted Bureau of Labor Statistics Employment Data Report for September

3 Address verification letters–161 Grayland Heights/ 351 Wildwood/908 Hilda Ct.

Submitted CHF-CIRB Monthly Building Permit Report – August

Completed survey related to public participation at CC meetings during COVID

Provided information to resident for establishing vacation rental

Submitted Building Permit Activity Report to County Assessor for Jan-June

Submitted CCAC Survey (Calif. City Clerk’s Association)

Participated in PACE Board of Directors Zoom Meeting on 9-23-20



City Attorney

Human Resources, Risk & Training

Finance Department

Public Works Water

Public Works Wastewater

- Tesla battery project. Survey crews came to the crop yard and measured out potential locations for Battery system.
- BCR and O&M finishing up dryer repair.
- Collection system cleaning with the sewer jetter.
- Irrigation field mowing and maintenance.
- Plant maintenance: DO analyzer sent out for repair, Air compressor dryers serviced and repaired.
- Semi-annual testing of Effluent and Irrigation fields.
- Sewer lateral tests 933 Martin, 354 2nd Ave,
- Filming sewer mains for possible sources of I&I.
- GHD conference call for bench testing results. Moving forward with another round of bench before possible full scale testing.
- Response letter for sewer lateral location for 560 View St.
- New sewer lateral hook up at 111 Creek st.
- Repaired lower lateral on 1st and helped streets crew install 40ft of storm drain on 1st Ave.
- Covid testing on influent.

Public Works Streets, Buildings and Grounds

Public Works City Engineer

Public Works Capital Projects

Police Department

The Department had the following statistics for the period of September 9, 2020 to September 29, 2020. This period of time saw a higher than average number of calls for service, an average number of reports and a higher than average number of arrests as compared to this year to date. The summation of Calls for Service may greater than the total as multiple officers can now be assigned to the same call for service. There may also be administrative calls for service that are not documented below.

Officer	Calls for Service	Reports	Arrests
Conner	49	5	2
Beauchaine	76	8	5



Landry	96	16	8
Mitchell	21	4	1
Burns	97	8	3
Fielder	26	2	0
Totals	340	43	19
Averages	16.2 per day	14.3 per week	6.3 per week
2020 Yearly Average	13.9 per day	13.4 per week	5.3 per week

Calls for Service at 355 Center Street

Type	Date	Time	Location	Primary Unit	Case #
5150	09/09/2020	11:54:36	355 CENTER ST	R614	20-0000418
415	09/10/2020	02:50:57	355 CENTER ST	6S1	
242R	09/14/2020	16:17:37	355 CENTER ST	6A1	20-0000425
TS	09/16/2020	08:37:27	355 CENTER ST	R613	20-0000429
VI	09/17/2020	09:23:27	355 CENTER ST	R613	
MEDICAL	09/17/2020	11:21:19	355 CENTER ST	R613	
FU	09/19/2020	01:44:54	355 CENTER ST	R615	
SUSC	09/24/2020	06:27:02	355 CENTER ST	R613	
FOOT	09/24/2020	10:41:41	355 CENTER ST	R613	
FI	09/28/2020	11:27:39	355 CENTER ST	R613	
FU	09/28/2020	17:12:20	355 CENTER ST	R615	

415 – Disturbance

FOOT – Foot Patrol

5150 – Mental Health Evaluation

242R – Assault and Battery Report

TS – Traffic Stop

Medical – Assist Fire Department with Medical Call

FU – Followup or Generic Call for Service

SUSC – Suspicious Circumstances

FI – Pedestrian Contact

R614 – Officer Logan Mitchell

6S1 – Sergeant John Beauchaine

R613 – Officer Crystal Landry

6A1 – Chief Jeff Conner

R615 – Officer Liam Burns

During the period September 9, 2020, to September 29, 2020, there were ten calls for service related to animal control issues. No animals were transported directly to Miranda's Rescue. A semi-feral cat was turned over to the Department as it was believed that the cat had a broken leg. The cat was taken to the veterinarian, who confirmed that the leg was broken due to the cat being shot with a pellet gun. The leg had to be amputated and when the cat has recovered, it will be taken to Miranda's for adoption.



Officer Logan Mitchell attended Firearms Instructor class in Sacramento. This is a two-week course that qualifies him to teach firearm skills to the Department. One of his first assignments in this area is to arrange a POST certified course in patrol rifle use. This course is required before an officer can be issued a rifle and there are several officers in the Department who need to take it.

On September 11, 2020, Officer Burns was patrolling when he heard the sounds of an argument between a woman and multiple men. He located four, inebriated persons in front of a house on Davis Street. Before he could get out of his car, one of the men grabbed his ex-wife by the hair and threw her to the ground. Officer Burns took the man into custody for domestic violence. He was placed into the rear seat of Sergeant Beauchaine's patrol vehicle. While the two officers attempted to get coherent statements from the victim and witnesses, an unknown person opened the rear door of the patrol car and allowed the suspect to escape. He was last seen running down 3rd Avenue, still in handcuffs. He was arrested by the Fortuna Police Department two days later.

On September 13, 2020, a woman came to the station and reported that she had been sexually assaulted by the man whose house she was a guest at. Officer Burns interviewed both the victim and the suspect. Chief Conner also interviewed the victim to get a more detailed description of what transpired. The suspect was arrested and booked into jail for felony, sexual battery. In an ironic twist, the court issued a protective order that required the suspect to move out of the house and the victim is now living on the property.

On September 15, 2020, Chief Conner was called out from home for a report of a man who was yelling incoherently and beating on inanimate objects with a stick. When the man started to assault and chase a customer, additional units from Fortuna were dispatched. The man was contacted on the south end of the Eagle Prairie Bridge and taken into custody. He admitted to consuming bath salts. A large scythe, a homemade sword, and two knives were taken into evidence. The man was booked for public intoxication with additional charges added in the report.

On September 17, 2020, Sergeant Beauchaine was called out for a man trying to break into a house. The occupants told Sergeant Beauchaine that the man had been trying to get in their front door and was threatening to kill them. Sergeant Beauchaine located the same man who had been arrested two days prior and took him into custody. The suspect had also hit a passerby with a shovel. He was booked for assault with a dangerous weapon and making terrorist threats. He is still in custody as of September 30, 2020.

On September 18, 2020, Sergeant Beauchaine and Officer Landry responded to the 100 block of 1st Avenue. Neighbors had reported a man was abusing his children and now he was at the witness's house threatening them. The man was taken into custody after a short struggle. He was booked into the jail for making terrorist threats, witness intimidation, and public intoxication. As the man became unresponsive during the transport to the jail, an ambulance was called and the suspect was taken to the hospital. He was eventually cleared and transported to the jail without further incident.

On September 22, 2020, Chief Conner was dispatched to a vacant house on Ireland. The owner of the house had recently passed away and a neighbor believed that someone was inside. Chief Conner found the front door unlocked and entered the house to see if a crime was being committed. He located a man sitting on the toilet with a gun and a knife nearby. Fortunately, the man did not do anything too



stupid and he was detained without serious incident. He initially claimed to be the deceased woman's son, but he could not spell her last name. He was arrested for trespassing, providing false identification, and being a felon in possession of a firearm. Several days later, Chief Conner was able to contact the owner's son and he confirmed that the firearm belonged to his family. A further inspection of the house showed that additional items were missing and charges of burglary and possession of stolen property were added.

On September 26, 2020, a woman called the station and told Officer Landry that a relative of hers had been staying at her uncle's house and the uncle had videoed the thirteen-year-old girl as she was getting out of the shower. Officer Landry investigated further, including interviewing the victim and her mother. The same suspect that was arrested on September 18 was arrested again, this time for child molestation, child pornography, and child abuse. The allegations against his own children are still under investigation.

Code Enforcement

During the period of September 9, 2020 through September 29, 2020, the Department opened two new junk vehicle cases and did not close any. There are currently fifteen open cases.

During the period of September 9, 2020, to September 29, 2020, the Department opened one new code enforcement case. This property is located on 1st Avenue and has multiple junk vehicles and a large concentration of solid waste. It will be a high priority case. The Department closed two cases in the same time frame. One was for camping and the motorhome has left the area. The other was for crowing roosters and the roosters have been stewed or otherwise muzzled.

Community Development Department

Meeting with Marathon 102 project team and PG&E to discuss timeline, deliverables.

Review Chittenden Appraisal.

Review and comment on Draft Housing Element, post Notices/Website.

Prepare Huessler Plan Check Agreement and mail plans to Interwest.

Review Cortazar Cannabis Application, open file and refer.

Participate in CAP meeting.

Chittenden General Plan Conformance Staff Report

Amend Sign Regulations text amendment staff report and Ordinances.

Roof Inspections 529 Third Avenue

Final Inspection Remodel 529 Third Avenue



Sheetrock Inspection 290 Willow Lane

Chittenden Property Sale Staff Report

Intergovernmental

Humboldt-Rio Dell Business Park